

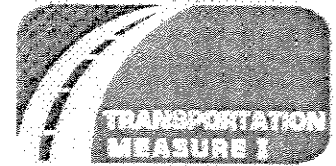


San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410

Phone: (909) 884-8276 Fax: (909) 885-4407

www.sanbag.ca.gov



-
- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
-

AGENDA

Major Projects Committee

February 15, 2007

9:00 a.m.

Location:

SANBAG Offices

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

The Super Chief Room

Major Projects Committee Membership

Chair

John Pomierski, Mayor
City of Upland

Dennis Yates, Mayor
City of Chino

Robert Christman, Council
City of Loma Linda

Vice-Chair

Grace Vargas, Mayor
City of Rialto

Gwenn Norton-Perry, Mayor Pro Tem
City of Chino Hills

Paul M. Eaton, Mayor
City of Montclair

Paul Biane, Supervisor
County of San Bernardino

Kelly Chastain, Mayor
City of Colton

Paul Leon, Mayor
City of Ontario

Dennis Hansberger, Supervisor
County of San Bernardino

Mark Nuaimi, Mayor
City of Fontana

Diane Williams, Mayor Pro Tem
City of Rancho Cucamonga

Josie Gonzales, Supervisor
County of San Bernardino

Bea Cortes, Mayor Pro Tem
City of Grand Terrace

Pat Gilbreath, Mayor Pro Tem
City of Redlands

Gary Ovitt, Supervisor
County of San Bernardino

Larry McCallon, Council
City of Highland

Pat Morris, Mayor
City of San Bernardino

Richard Riddell, Mayor
City of Yucaipa

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

Major Projects Committee

February 15, 2007
9:00 a.m.

LOCATION:
Santa Fe Depot
1170 W. 3rd Street, 2nd Floor, San Bernardino
The Super Chief Room

CALL TO ORDER – 9:00 a.m.
(Meeting chaired by Mayor John Pomierski.)

- I. Agenda Notices/Modifications
- II. Announcements

1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of February 15, 2007 Pg. 7

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Major Projects Attendance Roster Pg. 11

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

3. Approval of the January Meeting Minutes Pg. 13

Notes/Action

Consent Calendar Cont'd

4. **Construction Change Orders to Ongoing SANBAG Construction Contracts with Brutoco Engineering & Construction, Atkinson Contractors LP, and Atkinson/MCM JV, and Tony's Multi-Service Firm, Inc.** Pg. 19

Review and Ratify Change Orders. TN 82407000. **Darren Kettle**

Discussion Calendar

5. **Right of Way Acquisition and Utility Relocation for State Street/University Parkway Grade Separation.** Pg. 33

Increase Authorized amount for Right of Way and Utility Relocations for State Street/University Parkway Grade Separation in an amount not to exceed \$1.15 million. TN 87107000. **Darren Kettle**

6. **Amendment No. 1 to Contract No. 03-015 with RMA Group for materials testing on SR 210 segments 9-11 and I-10 East projects** Pg. 35

Approve Amendment No. 1 to Contract No. 03-015 with RMA Group for materials testing on SR 210 segments 9-11 and I-10 East projects in the amount of \$1,484,284 for a new not to exceed total of \$8,358,797 as detailed in the Financial Impact Section and extending the period of performance to June 30, 2009. **Darren Kettle**

7. **Award of Contract No. 07088 with Caltrop for Construction Management Services for Ramona Avenue and Hunts Lane Grade Separation** Pg. 45

Award of Contract No. 07088 with Caltrop for Construction Management Services for Ramona Avenue and Hunts Lane Grade Separation Phase I (Ramona Avenue) in an amount not to exceed \$2,215,854.69. **Darren Kettle**

8. **Design Cooperative Agreement No. C07191 with Caltrans for State Route (SR) 210 Segment 11 – SR 210/I-215 High Speed Connectors** Pg. 99

Approve Design Cooperative Agreement No. C07191 with Caltrans for the State Route 210 Segment 11 – SR 210/I-215 High Speed Connectors. **Darren Kettle**

9. **Amendment No. 3 to Contract No. 03-013 with LAN Engineering for construction management services for SR 210 and I-10 East Projects including the Live Oak Canyon Interchange.** Pg. 113

Approve Amendment No. 3 to Contract No. 03-013 with LAN Engineering for construction management services for SR 210 and I-10 East projects to include the Live Oak Canyon Interchange in the amount of \$2,514,812 as detailed in the Financial Impact Section and extend the period of performance to June 30, 2009. **Darren Kettle**

10. **2006 State Transportation Improvement Program (STIP) Augmentation** Pg. 121

Information on 2006 STIP Augmentation.
Ty Schuiling, Andrea Zureick

11. **Acronym Listing** Pg. 127
12. **Additional Items from Committee Members**
13. **Brief Comments by General Public**
14. **Director's Comments**

ADJOURNMENT

**The next Major Projects Meeting
is March 15, 2007**

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 1

Date: February 15, 2007

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in the any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
4A	04-018	Brutoco Engineering & Construction <i>Mike Murphy</i>	Ortiz – A.C. Alcorn Fencing Anderson Drilling Modern Alloys JV Landclearing Pavement Recycling ACL Moore Signs & Lighting Pacific Restoration Harbor Co. Reycon

Approved
Major Projects Committee

Date: February 15, 2007

Moved: *Second:*

In Favor: *Opposed:*

Witnessed: _____

			Sudhakar Avar-Campbell Franklin Reinf. Steel
4B	05-014	Atkinson Contractors <i>Scott Lynn</i> <i>Kent Reiman</i>	All American Asphalt Modern Alloys Diversified Landscaping JV Land Clearing Valley Concrete Placing Coffman Specialties Alcorn Fence Coral Construction Sudhakar Company Dywidag Systems Highlight Electric Regional Steel Anderson Drilling
4C	05-005	Atkinson Contractors <i>Scott Lynn</i> <i>Kent Reiman</i> MCM <i>H McGovern</i>	All American Asphalt Modern Alloys Diversified Landscaping JV Land Clearing Valley Concrete Placing Coffman Specialties Alcorn Fence Coral Construction Sudhakar Company Dywidag Systems Highlight Electric Regional Steel
4D	06-001	Atkinson Contractors <i>Scott Lyon</i> <i>Kent Reiman</i>	West Coast Demo Penhall Moore Electric CGO Construction United Steel Placers Superior Gunitite ACL Reycon Diversified Landscape Modern Alloys Statewide Safety

			Sudhakar Anderson Drilling DSI Ulmer Industries CTM Ortiz Asphalt Paving Alcorn Fence
4H	06-065	Tony's Multi Service Firm <i>Manuel Blanco</i>	None
6	03-015- 01	RMA <i>Ed Lyon</i>	CHJ EarthSpectives Group Delta & Associates
7	C07088	CALTROP <i>Dave Saber</i>	TY Lin HKA Leighton Consulting, Inc. STV
9	03-013-03	LAN <i>Peter Lim</i> <i>William Nascimento</i>	Caltrop JE Jacobs S2 Engineering

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

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AGENDA ITEM 2
MAJOR PROJECTS COMMITTEE ATTENDANCE ROSTER – 2007

Name	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Paul Eaton												
John Pomierski	X											
Paul Biane	X											
Kelly Chastain	X											
Robert Christman	X											
Bea Cortes	X											
Pat Gilbreath	X											
Josie Gonzales	X											
Dennis Hansberger												
Larry McCallon	X											
Pat Morris	X											
Gwenn Norton-Perry												
Mark Nuaimi	X											
Gary Ovitt												
Richard Riddell	X											
Grace Vargas	X											
Paul Leon												
Diane Williams	X											
Dennis Yates	X											

- attended meeting.

The crossed-out boxes indicate members who were not on the committee as of that month.

The empty boxes indicate member who did not attend the meeting that month.

AGENDA ITEM 2
MAJOR PROJECTS COMMITTEE ATTENDANCE ROSTER - 2006

Name	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Paul Eaton	X	CANCELLED	X		X		X	CANCELLED	X	X	X	CANCELLED
John Pomierski			X	X	X	X	X		X	X		
Paul Biane	X		X	X		X	X		X			
Deirdre Bennett							X			X		
Kelly Chastain	X		X	X	X	X	X					
Robert Christman			X	X	X	X	X				X	
Bea Cortes	X		X	X	X	X	X		X	X	X	
Pat Gilbreath	X		X	X	X	X	X		X		X	
Josie Gonzales			X	X		X	X			X		
Dennis Hansberger			X							X	X	
Larry McCallon			X	X	X		X		X	X		
Pat Morris	(Judith Valles) X		X	X	X	X	X		X	X	X	
Gwenn Norton-Perry												
Mark Nuaimi			X		X		X		X	X	X	
Gary Ovitt	X		X	X								
Richard Riddell	X		X	X	X	X	X		X		X	
Grace Vargas (Ed Scott)	X		X			X			X	X	X	
Alan Wapner	X		X	X		X	X		X	X	X	
Diane Williams	X		X	X		X	X		X	X	X	
Dennis Yates	X					X	X					

X - attended meeting.

The crossed-out boxes indicate members who were not on the committee as of that month.

The empty boxes indicate member who did not attend the meeting that month.

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 3

Date: February 15, 2007

Subject: Major Projects Committee January meeting minutes

Recommendation:* Approve minutes for the January Major Projects Committee meeting.

Background: See attached.

Financial Impact: No financial impact. TN 81507000.

Reviewed By: This item will be reviewed by the Major Projects Committee on February 15, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

*

Approved

Major Projects Committee

Date: February 15, 2007

Moved: Second:

In Favor: Opposed: Abstained: 0

Witnessed: _____

-
- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
-

AGENDA

Major Projects Committee

January 18, 2007

9:00 a.m.

Location:

SANBAG Offices

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

The Super Chief Room

Major Projects Committee Attendance

Chair

John Pomierski, Mayor
City of Upland

Dennis Yates, Mayor
City of Chino

Robert Christman, Council
City of Loma Linda

Vice-Chair

Grace Vargas, Mayor
City of Rialto

Kelly Chastain, Mayor
City of Colton

Diane Williams, Mayor Pro Tem
City of Rancho Cucamonga

Paul Biane, Supervisor
County of San Bernardino

Mark Nuaimi, Mayor
City of Fontana

Pat Gilbreath, Mayor Pro Tem
City of Redlands

Dennis Hansberger, Supervisor
County of San Bernardino

Bea Cortes, Mayor Pro Tem
City of Grand Terrace

Pat Morris, Mayor
City of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Larry McCallon, Council
City of Highland

Richard Riddell, Mayor
City of Yucaipa

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

Major Projects Committee

January 18, 2007

9:00 a.m.

LOCATION:

Santa Fe Depot

**1170 W. 3rd Street, 2nd Floor, San Bernardino
The Super Chief Room**

CALL TO ORDER – 9:00 a.m.

(Meeting chaired by Mayor John Pomierski.)

- I. Agenda Notices/Modifications
- II. Announcements

1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of January 18, 2007 Pg. 9

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Major Projects Attendance Roster Pg. 13

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

3. Approval of the October and November Meeting Minutes Pg. 15

Notes/Action

See each item for conflicts.

MOTION:
Gilbreath
SECOND:
McCallon
Motion carried.

Consent Calendar Cont'd

4. **Construction Change Orders to Ongoing SANBAG Construction Contracts with Brutoco Engineering & Construction, Atkinson Contractors LP, and Atkinson/MCM JV, and Tony's Multi-Service Firm, Inc.** Pg. 25

Review and Ratify Change Orders. TN 82407000. **Darren Kettle**

Notes/Action

MOTION:
Gilbreath
SECOND:
McCallon
ABSTAINED:
Biane
Motion carried.

Discussion Calendar

5. **Resolution No. 07-005 affirming fund availability for State Street University Grade Sep Project** Pg. 45

Approve Resolution No. 07-005 affirming fund availability for State Street University Grade Sep Project. **Darren Kettle**

MOTION:
McCallon
SECOND:
Cortes
Motion carried.

6. **Contract No. C07150 with LAN Engineering Corporation for Construction Support Services for State Street/University Parkway Grade Separation** Pg. 49

Approve Contract No. C07150 with LAN Engineering Corporation for Construction Support Services for State Street/University Parkway Grade Separation in the amount of \$100,000 as detailed in the Financial Impact Section. **Darren Kettle**

MOTION:
Yates
SECOND:
Vargas
OPPOSED:
Christman
Motion carried.

7. **Approve Contract No. C07178 to provide Construction Zone Enhanced Enforcement (COZEEP) services for Freeway Construction Projects** Pg. 85

Approve Contract No. C07178 for COZEEP services with California Highway Patrol (CHP) for various Major Freeway Projects being managed by SANBAG, in amount to not exceed \$300,000 with an agreement term to December 31, 2007. **Darren Kettle**

MOTION:
Christman
SECOND:
Vargas
Motion carried.

8. **Amendment No. 15 to Contract No. 91-034 with Fluor Daniel** Pg. 93

Approve Amendment No. 15 to Contract No. 91-034 with Fluor Daniel for a period of one year, at a total cost of \$3,892,000 as detailed in the Financial Impact Section. **Darren Kettle**

MOTION:
Biane
SECOND:
Gilbreath
Motion carried.

Discussion Item's Cont'd

- | | | Notes/Action |
|---|---|---|
| 9. | Master Agreement Administering Agency-State Agreement for State Funded Projects and Supplemental Agreement | Pg. 101
Removed from agenda. |
| <ol style="list-style-type: none">1. Recommend approval of Master Agreement Administering Agency-State Agreement for State Funded Projects;2. Recommend approval of Supplemental Agreement covering TCRP funding for the two grade separation projects for which SANBAG will be the lead agency (University and Hunts Lane);3. Recommend approval of Resolution No. 02-007 certify to SANBAG's maintenance of effort for transportation spending as required by AB 2928;4. Authorize the Executive Director to approve any future program supplements.5. Direct staff to seek appropriate amendments to the Master Agreement. | | |
| Darren Kettle | | |
| 10. | Amendment No. 2 to Cooperative Agreement 04-052 with the City of Rancho Cucamonga modifying funding for remaining items related to SR 210 Construction | Pg. 105
MOTION: McCallon
SECOND: Christman
Motion carried. |
| Approve Amendment No. 2 to Cooperative Agreement 04-052 with the City of Rancho Cucamonga increasing the authorized contract amount by \$7,030 to \$307,552 as detailed in the Financial Impact Section. TN 82407000. Darren Kettle | | |
| 11. | Contract No. C07177 with David Evans and Associates to complete design of the State Route 210/Pepper Avenue Interchange in the City of Rialto | Pg. 109
MOTION: Biane
SECOND: Gonzales
Motion carried. |
| <ol style="list-style-type: none">1. Approve Contract No. C07177, a sole source contract, with David Evans and Associates to complete design of the State Route 210/Pepper Avenue Interchange in the amount of \$330,000 as detailed in the Financial Impact Section, and2. Amend the SANBAG 2006/07 Budget increasing both revenues and expenditures in the amount of \$330,000 in Task Number 82007000. Funding source is Measure I Valley Major Projects. TN 82007000. | | |
| Darren Kettle | | |
| 12. | Cooperative Agreement No. R07152 with SE I-215, L.P. and HSB I-215, L.P. (Hillwood) for the State Street/University Parkway Grade Separation Project. | Pg. 125
MOTION: Gilbreath
SECOND: McCallon
Motion carried. |
| Approve Cooperative Agreement No. R07152 with SE I-215, L.P. and HSB I-215, L.P. for the Street/University Parkway Grade Separation which would result in receiving an estimated \$140,000 as detailed in the Financial Impact Section. TN 87107000. Darren Kettle | | |

Discussion Item's Cont'd

13. FY08 Federal Appropriations Process and Project Nominations

Pg. 143

Notes/Action

**Information
only.**

Approve of a strategy and solicit projects for FY08 Federal Appropriations Process. **Jennifer Franco**

14.

CLOSED SESSION

"Conference with Legal Counsel - Significant Exposure to Litigation (Government Code Section 54956.9(b)): One Case"

A settlement with Brutoco Engineering was agreed upon to withhold \$247,000 from Brutoco's Contract No. 04-018 for the I-10 Truck Climbing Lane Project.

Committee members present in the Closed Session discussion were:

John Pomierski
Grace Vargas
Dennis Yates
Kelly Chastain
Mark Nuaimi
Bea Cortes
Diane Williams
Pat Gilbreath
Pat Morris
Richard Riddell

15. Acronym Listing

Pg. 151

16. Additional Items from Committee Members

17. Brief Comments by General Public

18. Director's Comments

ADJOURNMENT @ 10:30 a.m.

**The next Major Projects Meeting
is February 15, 2007**

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: February 15, 2007

Subject: Construction Change Orders to On-going SANBAG Construction Contracts with Brutoco Engineering & Construction, Atkinson Contractors LP, Atkinson/MCM JV, Tony's Multi-Service Firm, Inc., and Diversified Services, Inc.

Recommendation:* Review and ratify change orders.

Background: This item addresses on-going construction contracts with Brutoco Engineering & Construction, Inc, Atkinson Contractors LP, Atkinson/MCM JV, Tony's Multi-Service Firm, Inc, and Diversified Services, Inc.

As directed by SANBAG Board action on September 1, 1999, the status of construction change orders (CCOs) is presented below:

- A. CN 04-018 with Brutoco Engineering & Construction for construction of I-10 Truck Climbing Lane project: No new CCOs have been approved since the last Major Projects Committee action.
- B. CN 05-014 with Atkinson Contractors, LP for construction of SR-210 Segments 9/10/11 Mainline project: CCO No. 47 (\$730,584 increase for revisions to Drainage System No. 7), CCO No. 51 (\$170,976 increase for slope paving), CCO No. 57 (\$115,850 increase to modify drainage), CCO No. 64 (\$1,129,275 increase to add work for the State Street storm drain), CCO No. 70 (\$75,000 increase for punch list items on the Cactus Channel) and CCO No. 72 (\$24,235 decrease to

Approved
Major Projects Committee

Date: February 15, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

eliminate bridge signs) have been approved since the last Major Projects Committee action.

- C. CN 05-005 with Atkinson Contractors/MCM JV for construction of SR-210 Segment 11 Early project: CCO No. 23, Supplement No. 1 (\$35,000 increase for temporary construction easements), CCO No. 24, Supplement No. 1 (\$28,250 increase for modifications to the State Street storm drain), and CCO No. 28 (\$1,057,023 decrease to move the State Street storm drain work to the SR-210 Segments 9/10/11 Mainline project) have been approved since the last Major Projects Committee action.
- D. CN 06-001 with Atkinson Contractors, LP for construction of I-10 Median Mixed-Flow Lane project: No new CCOs have been approved since the last Major Projects Committee action.
- E. CN 06-016 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 1 Landscaping: No new CCOs have been approved since the last Major Projects Committee action.
- F. CN 06-017 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 2 Landscaping: No new CCOs have been approved since the last Major Projects Committee action.
- G. CN 06-064 with Diversified Services, Inc. for construction of SR-210 Segment 3 Landscaping: No new CCOs have been approved since the last Major Projects Committee action.
- H. CN 06-065 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 4 Landscaping: No new CCOs have been approved since the last Major Projects Committee action.

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 82407 and TN 86007.

Reviewed By: This item will be reviewed by the Major Projects Committee on February 15, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 02/08/2007)

SEGMENT 11 EARLY PROJECT
 CONTRACT No. 05-005

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	RE. SIGN.	CONTRACTOR		CT / FHWA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/ REMARKS	
									TO	FROM	TO	FROM	TO	FROM			
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>																	
\$3,326,514.00							Contract Bid Amount >>>										\$3,921,138.75
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL ...	EWFA	0	\$20,000.00				3/29/05	1/31/05	4/4/05	4/4/05	5/20/06	4/4/05	4/6/05	4/5/05	Approved & Implemented	
(S)																	
1 S1	ADDITIONAL FUNDS	EWFA		\$20,000.00	0.06%	\$20,000.00	\$ 3,306,514.00		4/6/05	<< Approved Copies							
				\$40,000.00				11/18/05	N/A	N/A	N/A	N/A	11/18/05	11/29/05	11/29/05	Approved & Implemented	
2	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	EWFA	0	\$20,000.00	0.13%	\$60,000.00	\$ 3,266,514.00	3/29/05	1/31/05	4/4/05	4/4/05	5/16/05	4/4/05	4/6/05	4/5/05	Approved & Implemented	
2 S1	ADDITIONAL FUNDS	EWFA		\$20,000.00	0.06%	\$80,000.00	\$ 3,246,514.00	12/21/05	N/A	N/A	N/A	N/A	12/22/05	1/9/06	1/9/06	Approved & Implemented	
				\$60,000.00													
2 S2	ADDITIONAL FUNDS	EWFA		\$60,000.00	0.19%	\$140,000.00	\$ 3,186,514.00		1/9/06	<< Approved Copies							
				\$70,000.00				7/17/06	N/A	N/A		8/25/06	7/17/06	7/24/06	7/24/06	Approved & Implemented	
3	FEDERAL APPRENTICESHIP TRAINING	ACUP	0	\$14,400.00	0.22%	\$210,000.00	\$ 3,116,514.00	4/6/05	7/24/06	4/11/05	4/20/05	5/16/05	4/11/05	4/21/05	4/21/05	Approved & Implemented	
(S)																	
4	REMOVE ADDITIONAL TREES & CLEAR / GRUB TO FACILITATE UTILITY RELOCATION	EWFA	0	\$15,000.00	0.05%	\$224,400.00	\$ 3,102,114.00	4/6/05	4/7/05	4/11/05	4/20/05	5/16/05	4/11/05	4/21/05	4/21/05	Approved & Implemented	
				\$15,000.00													
4 S1	ADDITIONAL FUNDS	EWFA	0	\$15,000.00	0.05%	\$239,400.00	\$ 3,087,114.00	7/6/05	N/A	N/A	N/A	N/A	7/25/05	7/26/05	7/26/05	Approved & Implemented	
5	SWPPP MAINTENANCE	EWFA	0	\$40,000.00	0.13%	\$294,400.00	\$ 3,032,114.00	5/30/05	7/27/05	5/11/05	5/17/05		5/11/05	5/18/05	5/17/05	Approved & Implemented	
(S)																	
6	MAINTAIN EXISTING UTILITY FACILITIES	EWFA	0	\$15,000.00				8/11/05	8/17/05	9/14/05	9/15/06		9/15/05	9/19/05	9/19/05	Approved & Implemented	
				\$15,000.00													
6 S1	ADDITIONAL FUNDS	EWFA		\$15,000.00	0.05%	\$309,400.00	\$ 3,017,114.00		9/18/05	<< Approved Copies							
				\$85,000.00				10/14/05	N/A	N/A	N/A	N/A	10/14/05	10/25/05	10/25/05	Approved & Implemented	
7	HIGHLAND-DELMANN WATER MADISON DRIVEWAY	EWFA		\$15,800.00	0.27%	\$394,400.00	\$ 2,932,114.00	4/22/06	4/24/06	5/4/06	1/31/06	2/7/06	4/27/06	4/31/06	6/8/06	Approved & Implemented	
		ITEM		\$4,200.00				5/12/06	5/25/06	6/5/06			5/15/06	5/25/06	6/26/06	Approved & Implemented	
8	CONFINED SPACE ATTENDANT	EWFA		\$20,000.00	0.06%	\$414,400.00	\$ 2,912,114.00	6/6/05	6/6/05	6/10/05	6/10/05	8/1/05	6/10/05	6/15/05	6/15/05	Approved & Implemented	
				\$10,000.00													
8 S1	ADDITIONAL FUNDS	EWFA		\$10,000.00	0.03%	\$424,400.00	\$ 2,902,114.00		6/15/05	<< Approved Copies							
				\$20,000.00				11/21/05	N/A	N/A	N/A	N/A	11/21/05	11/29/05	11/29/05	Approved & Implemented	
9	STATE STREET PILE DEPTH REVISION / PRE-DRILLING	ITEM		\$2,905.00	0.06%	\$444,400.00	\$ 2,882,114.00	7/19/05	11/30/05	8/5/05	7/22/05	8/1/05	8/5/05	8/9/05	8/9/05	Approved & Implemented	
		EWLS		\$61,675.00													
10	MAN MADE BURIED OBJECTS	EWFA		\$15,000.00	0.20%	\$508,980.00	\$ 2,817,534.00	8/15/05	8/17/05	8/17/05	8/17/05	8/30/05	9/15/05	9/19/05	9/19/05	Approved & Implemented	
				\$15,000.00													
1	ADDITIONAL FUNDS	EWFA		\$20,000.00	0.05%	\$523,980.00	\$ 2,802,534.00	12/22/05	N/A	N/A	N/A	N/A	12/22/05	1/9/06	1/9/06	Approved & Implemented	
				\$20,000.00					1/9/06	<< Approved Copies							

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 02/08/2007)

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	RE. SIGN.	CONTRACTOR		CT/FHWA Concurrence		SABAG Approval		DATE APPROVED	STATUS/REMARKS
									TO	FROM	TO	FROM	TO	FROM		
11	STATE STREET OPEN CHANNEL CABLE RAILING (SSSD)	EWAP		\$7,693.72	0.02%	\$551,673.72	\$ 2,774,840.28	12/18/05	12/18/05	12/19/06	12/19/05	12/14/05	12/14/06	12/14/06	1/18/06	Approved & Implemented
12	ELECTRICAL SERVICE CONNECTION FEES	EWFA	0	\$7,693.72	0.02%	\$551,673.72	Revised >>	8/15/05	8/15/05	9/21/05	8/17/05	8/30/05	9/22/05	9/28/05	9/27/05	Approved & Implemented
13	TRAFFIC SIGNAL LOOPS @ HIGHLAND/MACY & HIGHLAND/CALIFORNIA	EWFA		\$15,000.00	0.05%	\$566,673.72	\$ 2,759,840.28	9/15/05	9/15/05	9/28/05	9/28/05					Approved & Implemented
14	REMOVE AND REPLACE MUSCOY WATER LINE NORTH OF HIGHLAND	EWFA		\$35,000.00				3/23/06	3/23/06	4/11/06	3/27/06	4/6/06	4/13/06	4/19/06	4/19/06	Approved & Implemented
14 S1	ADDITIONAL MMWD UTILITY WORK ON STATE STREET	EWFA		\$35,000.00	0.11%	\$601,673.72	\$ 2,774,840.28	9/21/05	9/21/05	9/28/05	9/28/05	11/1/05	9/21/05	9/28/05	9/28/05	Approved & Implemented
14 S2	MUCOY MUTUAL WATER SERVICE AT 19TH STREET & CALIFORNIA	EWLS		\$23,759.92	0.23%	\$674,453.14	\$ 2,652,060.86	11/16/05	11/16/05	12/5/05	11/23/05	11/30/05	11/30/05	12/7/05	12/7/05	Approved & Implemented
15	REVISED MBGR STANDARD PLAN	NCNC		\$31,073.00	0.10%	\$705,526.14	\$ 2,628,501.94	11/13/06	11/13/06	11/29/06	11/14/06		11/30/06	12/11/06	12/11/06	Approved & Implemented
16	PEDESTRIAN OPENINGS (CREDIT) - STATE STREET BRIDGE	ADJ		\$0.00	0.00%	\$729,285.06	\$ 2,597,228.94	1/3/06	1/3/06	4/3/06	1/19/06	1/31/06	4/4/06	4/19/06	4/9/06	Approved & Implemented
17	LOCAL STREET NAME SIGNS & NORM JOHNSON WAY CHANGE	EWUP ACUP		\$3,602.00	-0.01%	\$732,887.06	\$ 2,600,830.94	4/5/06	4/5/06	4/20/06	4/14/06	4/28/06	4/4/06	4/13/06	5/3/06	Approved & Implemented
18	MADISON/GARDENA KEYSTONE WALL AND MIXIN DRIVEWAY	EWFA		\$14,510.72	0.05%	\$747,397.78	\$ 2,586,320.22	12/14/05	12/14/05	1/11/06	12/28/05	1/15/06	12/22/05	1/19/06	1/9/06	Approved & Implemented
19	ADJUSTMENT TO VARIOUS ELECTRICAL BID ITEMS	ACLS		\$13,500.00	0.04%	\$760,897.78	\$ 2,572,820.22	8/19/06	8/19/06	8/19/06	8/10/06	8/25/06	8/19/06	8/19/06	8/19/06	Still PENDING w/ Aiken - 2/08/07
20	SOUNDWALL 196	ITEM EWFA		\$5,813.54	-0.03%	\$766,711.32	Revised >>	12/11/06	12/11/06	12/18/06	12/18/06		12/18/06	12/18/06	12/18/06	Revised Pending w/ Aiken - 2/08/07
21	CAJON OH BENT 2 ALTERNATIVE PILE	ITEM ADJ		\$2,343.54	-0.01%	\$769,054.86	Requested 2nd Original Copy >>>	12/12/06	12/12/06	1/10/07	LOST		12/18/06	12/18/06	12/18/06	Still PENDING with Aiken - 2/08/07 (Sent 2nd Orig Copy on 1/24/07)
22	SIGN STRUCTURE SPEC CHANGE	ITEM EWFA		\$2,865.00	0.06%	\$771,920.86	\$ 2,584,238.80	3/7/06	3/7/06	4/11/06	3/8/06	4/6/06	4/13/06	4/19/06	4/19/06	Approved & Implemented
23	TCE ISSUES AT 20TH STREET: BLOCK WALL	EWFA		\$20,000.00	-0.01%	\$791,920.86	Revised >>	3/29/06	3/29/06	4/11/06	4/3/06	6/21/06	4/13/06	4/13/06	4/13/06	Approved & Implemented
		EWFA		\$20,000.00	0.06%	\$811,920.86	\$ 2,546,796.56	1/18/07	1/18/07	N/A	N/A	1/24/07	1/18/07	1/24/07	1/24/07	Approved & Implemented

SEGMENT 11 EARLY PROJECT
CONTRACT No. 05-005

(Updated: 02/08/2007)

[illegible]

SUMMARY OF OVERRUNS FOR ACTIVE ITEMS & CCO WORK					
ITEM NO.	\$ Overrun	\$ Balance	CCO NO.	\$ Overrun	\$ Balance
		-536,697.35			
8		-376.65	I	-31,245.64	
					Total Overrun
					-\$446,617.03
					As of Est. 24

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

SEGMENT 11 EARLY PROJECT
 CONTRACT No. 05-005

(Updated: 02/08/2007)

CCO NO.	DESCRIPTION	PAY MTD	TIME EXT	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	FROM	TO	FROM	TO	DATE APPROVED	STATUS/REMARKS
	(S) = With Supplemental \$														
18						\$3,306.24									
20						\$882.00									
29						\$3,300.00									
30						\$2,340.00									
42						\$405,357.12									
51						\$175.00									
52						\$45.00									
53						\$26.40									
54						\$118.30									
61						\$1,080.80									
62						\$1,970.24									
66						\$12,973.95									
71						\$9,087.30									
85						\$24,000.00									
118						\$40,972.95									
138						\$5,751.00									
140						\$4,429.00									
143						\$129.50									
162						\$10,920.00									
B1						\$2,082.40									
B9						\$6,573.50									
B20						\$800.00									

(For use towards the job completion)

SUMMARY OF NET BALANCE FOR COMPLETED ITEMS & CCO WORK			
ITEM NO.	CCO NO.	\$ Overrun	\$ Balance
		This amount (+/-) is taken from the Summary of Completed CCOs in the Project	This amount (+/-) is taken from the Summary of Completed CCOs in the Project
		\$ Overrun	\$ Balance
			\$0.00
			Total Overrun
			As of Est. 24 (12/08/06) - Prepared 1/20/07

SUMMARY OF ANTICIPATED COSTS (i.e. More Overruns, ewbs, ...)

This Amount is taken from OTHER ANTICIPATED COSTS in the Project Status form >>>

\$

02/08/2007

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 02/05/2007)

SEGMENTS 9, 10, 11 MAINLINE
Contract No. 05-014

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E SIGN.	CONTRACTOR		CTHWA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/ REMARKS	
									TO	FROM	TO	FROM	TO	FROM			
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>> \$11,082,039.52																	
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL ...	EWFA	0	\$45,000.00				1/27/05	1/27/05	2/2/05	1/28/05	5/20/05	2/4/05	2/8/05	2/10/05	Approved & Implemented	
(S)				\$45,000.00	0.05%	\$45,000.00 \$	11,017,039.52										
1	ADDITIONAL FUNDS FOR CCO 1	EWFA	0	\$45,000.00				6/24/05									
S1				\$45,000.00	0.05%	\$90,000.00 \$	10,972,039.52		n/a	n/a	n/a	n/a	n/a	6/30/05	7/6/05	Approved & Implemented	
1	ADDITIONAL FUNDS FOR CCO 1	EWFA		\$100,000.00				10/12/05	7/6/05	<< Approved Copies	4/5/06	4/5/06	10/12/05	10/12/05	11/4/05	Approved & Implemented	
S2				\$100,000.00	0.10%	\$190,000.00 \$	10,872,039.52		11/8/05	<< Approved Copies (Follow Up)							
1	ADDITIONAL FUNDS FOR CCO 1	EWFA		\$115,000.00				3/30/06	11/8/05	<< Approved Copies	4/5/06	7/21/06	4/3/06	4/5/06	4/5/06	Approved & Implemented	
S3				\$115,000.00	0.12%	\$305,000.00 \$	10,757,039.52		N/A	N/A							
1	ADDITIONAL FUNDS FOR CCO 1	EWFA		\$130,000.00				11/1/06	4/5/06	<< Approved Copies			11/1/06	11/7/06	11/6/05	Approved & Implemented	
S4				\$130,000.00	0.13%	\$435,000.00 \$	10,627,039.52		N/A	N/A	11/3/06						
2	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	EWFA	0	\$50,000.00				1/27/05	11/7/06	<< Approved Copies	1/28/05	5/20/05	2/4/05	2/8/05	2/10/05	Approved & Implemented	
S1				\$50,000.00	0.05%	\$485,000.00 \$	10,577,039.52		1/27/05	<< Approved Copies							
2	ADDITIONAL FUNDS	EWFA		\$65,000.00				10/27/05	N/A	N/A	Follow Up Re	6/28/06	10/27/05	11/21/05	11/21/05	Approved & Implemented	
S1				\$65,000.00	0.07%	\$550,000.00 \$	10,512,039.52		N/A	N/A	Follow Up Re	6/28/06	10/27/05	11/21/05	11/21/05	Approved & Implemented	
3	FEDERAL APPRENTICESHIP TRAINING	ACUP	0	\$49,920.00				2/2/05	11/21/05	<< Approved Copies			2/15/05	2/16/05	2/17/05	Approved & Implemented	
(S)				\$49,920.00	0.06%	\$599,920.00 \$	10,462,119.52		2/2/05	2/15/05	2/16/05	5/20/05	2/15/05	2/16/05	2/17/05	Approved & Implemented	
4	ACACIA CUL-DE-SAC	EWFA	0	\$5,000.00				3/4/05	2/17/05	<< Approved Copies	3/7/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented	
S1				\$5,000.00	0.06%	\$599,920.00 \$	10,462,119.52		3/4/05	3/20/05	3/7/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented	
5	CUT, TRIM, REMOVE & DISPOSE OLEANDERS & MISC. SHRUBS ALONG ...	EWFA	0	\$33,149.00				2/7/05	2/6/05	<< Approved Copies	2/6/05	5/20/05	2/15/05	2/16/05	2/17/05	Approved & Implemented	
S1				\$33,149.00	0.04%	\$638,149.00 \$	10,423,970.52		2/7/05	<< Approved Copies							
6	STRIPING PLANS FOR HIGHLAND DETOUR	EWFA	0	\$35,000.00				4/17/06	2/6/05	<< Approved Copies	4/19/06	5/20/05	4/17/06	4/19/06	4/19/06	Approved & Implemented	
S1				\$35,000.00	0.04%	\$673,069.00 \$	10,388,970.52		4/17/06	<< Approved Copies							
7	REVISED PLAN SHEETS (CLARIFICATIONS)	EWFA	0	\$38,000.00				3/4/05	4/17/06	<< Approved Copies	4/19/06	5/20/05	4/17/06	4/19/06	4/19/06	Approved & Implemented	
S1				\$38,000.00	0.04%	\$711,069.00 \$	10,350,970.52		3/4/05	<< Approved Copies							
8	MAN-MADE BURIED OBJECTS	EWFA	0	\$15,000.00				3/4/05	3/16/05	<< Approved Copies	3/7/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented	
S1				\$15,000.00	0.03%	\$16,000.00			3/16/05	<< Approved Copies							
9	MAINTAIN UTILITY FACILITIES	EWFA	0	\$31,000.00				2/15/05	3/28/05	<< Approved Copies	3/7/05	5/20/05	3/8/05	3/16/05	3/16/05	Approved & Implemented	
S1				\$31,000.00	0.03%	\$31,000.00			3/28/05	<< Approved Copies							
10	ADDITIONAL FUNDS	EWFA	0	\$0.00				3/7/05	3/16/05	<< Approved Copies	3/7/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented	
S1				\$0.00	0.00%	\$0.00			3/16/05	<< Approved Copies							
11	ADDITIONAL FUNDS	EWFA	0	\$30,000.00				5/25/05	3/16/05	<< Approved Copies	3/16/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented	
S1				\$30,000.00	0.03%	\$772,069.00 \$	10,289,970.52		5/25/05	<< Approved Copies							
12	ADDITIONAL FUNDS	EWFA	0	\$45,000.00					N/A	N/A	Follow Up Request	6/23/06	7/15/06	5/23/05	5/26/05	5/26/05	Approved & Implemented
S1				\$45,000.00	0.05%	\$817,069.00 \$	10,244,970.52		N/A	N/A	Follow Up Request	6/23/06	7/15/06	5/23/05	5/26/05	5/26/05	Approved & Implemented
13	ADDITIONAL FUNDS	EWFA	0	\$40,000.00				11/21/05	5/31/05	<< Approved Copies	6/23/06	7/15/06	11/22/05	11/29/05	11/29/05	Approved & Implemented	
S1				\$40,000.00	0.04%	\$857,069.00 \$	10,204,970.52		N/A	N/A	Follow Up Request	6/23/06	7/15/06	11/22/05	11/29/05	11/29/05	Approved & Implemented
14	ADDITIONAL FUNDS	EWFA	0	\$30,000.00				3/7/05	11/30/05	<< Approved Copies	3/8/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented	
S1				\$30,000.00	0.03%	\$887,069.00 \$	10,174,970.52		3/7/05	3/20/05	3/7/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented	
15	ADDITIONAL FUNDS	EWFA	0	\$30,000.00				3/7/05	3/20/05	<< Approved Copies	3/7/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented	
S1				\$30,000.00	0.03%	\$887,069.00 \$	10,174,970.52		3/7/05	<< Approved Copies							

San Bernardino Associated Governments

CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 02/05/2007)

SEGMENTS 9, 10, 11 MAINLINE
Contract No. 05-014

NO.	DESCRIPTION (S) - With Supplemental \$	PAY MID	TIME EXT	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E SIGN.	CONTRACTOR		CIRWA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/ REMARKS
									TO	FROM	TO	FROM	TO	FROM		
9	ADDITIONAL FUNDS	EWFA		\$40,000.00	0.04%	\$927,069.00	\$ 10,134,970.52	9/26/05	N/A	N/A	6/23/06	7/5/06	9/26/05	9/26/05	9/28/05	Approved & Implemented
S1																
9	ADDITIONAL FUNDS	EWFA		\$45,000.00	0.05%	\$972,069.00	\$ 10,189,970.52	7/18/06	N/A	N/A			7/18/06	10/2/06	8/2/06	Approved & Implemented (Note Rec'd from FFI)
S2																
10	REMOVE TEMPORARY LIGHTING ALONG HIGHLAND	EWFA	0	\$30,000.00	0.03%			3/21/05	3/28/05	3/28/05	3/22/05	3/24/05	3/28/05	3/31/05	3/30/05	Approved & Implemented
11	GRAFFITI REMOVAL	EWFA	0	\$30,000.00	0.03%	\$1,002,069.00	\$ 10,059,970.52	3/31/05	4/1/05	4/4/05	4/4/05	4/4/05	4/4/05	4/5/05	4/5/05	Approved & Implemented
12	REVISED DRAINAGE PLANS - SEGMENT 11	ITEM	0	\$63,410.40	0.01%	\$1,012,069.00	\$ 10,019,970.52	4/7/05	4/11/05	5/6/05	4/11/05	5/16/05	5/9/05	5/18/05	5/18/05	Approved & Implemented
13	ADJUSTMENT TO VARIOUS ELECTRICAL BID ITEMS	ACLS		\$5,784.13	0.00%	\$1,075,479.40	\$ 9,986,560.12	8/9/06	8/11/06				8/23/06	8/10/06	8/11/06	To Aiken & CT - 8/11/06
14	ADDITIONAL BNSF INSURANCE COVERAGE	ACLS	0	\$20,152.67	0.02%	\$1,081,263.53	\$ 9,980,775.99	5/27/05	6/3/05	6/30/05	6/5/05	6/5/05	7/15/05	7/6/05	7/6/05	Approved & Implemented
15	ELECTRICAL SERVICE CONNECTION FEES	EWFA	0	\$30,000.00	0.03%	\$1,101,416.20	\$ 9,960,623.32	5/3/05	5/3/05	5/6/05	5/6/05	5/6/05	5/9/05	5/18/05	5/18/05	Approved & Implemented
S1																IN PROGRESS - On Hold for additional scope
16	MODIFY VULCAN EAST DRIVEWAY	EWFA	0	\$15,000.00	0.15%	\$1,281,416.20	\$ 9,780,623.32	7/15/05	7/21/05		7/22/05	8/1/05	8/3/05	8/9/05	8/9/05	Approved & Implemented
16	ADDITIONAL FUNDS	EWFA		\$15,000.00	0.02%	\$1,296,416.20	\$ 9,765,623.32	9/21/05	N/A	N/A	6/23/06	7/5/06	9/21/05	9/26/05	9/26/05	Approved & Implemented
S1																
16 S2	ADDITIONAL FUNDS	EWFA		\$30,000.00	0.02%	\$1,311,416.20	\$ 9,730,623.32	12/7/05	N/A	N/A	6/23/06	7/5/06	12/7/05	12/12/05	12/12/05	Approved & Implemented
17	SWPPP MAINTENANCE SHARING	EWFA	0	\$40,000.00	0.04%	\$1,341,416.20	\$ 9,720,623.32	5/3/05	5/3/05	5/6/05	5/17/05	8/1/05	5/9/05	5/18/05	5/18/05	Approved & Implemented
(S)																
17	ADDITIONAL FUNDS	EWFA	0	\$40,000.00	0.04%	\$1,381,416.20	\$ 9,680,623.32									ADDITIONAL FUNDS - IN PROGRESS
S1																
18	REVISION TO N LINE PROFILE	NCNC	0	\$0.00	0.00%	\$1,421,416.20	\$ 9,640,623.32	5/17/05	5/26/05	6/1/05	5/26/05	8/1/05	6/1/05	6/3/05	6/2/05	Approved & Implemented
19	ILLEGAL DUMPING	EWFA	0	\$30,000.00	0.03%	\$1,421,416.20	\$ 9,640,623.32	4/15/05	6/9/05	6/13/05	6/10/05	8/1/05	6/13/05	6/15/05	6/15/05	Approved & Implemented
20	AYALA PIPE EXTENSION	EWFA	0	\$15,000.00	0.03%	\$1,451,416.20	\$ 9,610,623.32	5/27/05	6/3/05	6/9/05	6/2/05	8/1/05	6/9/05	6/15/05	6/15/05	Approved & Implemented
				\$15,000.00	0.02%	\$1,466,416.20	\$ 9,595,623.32		6/16/05							

San Bernardino Associated Governments

CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

SEGMENTS 9, 10, 11 MAINLINE

Contract No. 05-014

(Updated: 02/05/2007)

COO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT	OCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN	CONTRACTOR		CJRWHA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/REMARKS
									TO	FROM	TO	FROM	TO	FROM		
21	SBCFCD MAINTENANCE TURN-AROUND- SEGMENT 9	EWFA	0	\$15,000.00	0.0%	\$1,481,416.20	\$ 9,580,623.32	7/14/05	7/15/05	7/22/05	7/15/05	8/1/05	7/22/05	7/26/05	7/26/05	Approved & Implemented
22	PROVIDE PEPPER AVE ACCESS - Segment 10	ITEM	0	\$11,331.36				5/23/05	5/25/05	6/17/05	5/26/05	7/28/05	6/17/05	6/23/05	6/23/05	Approved & Implemented
22	ADDITIONAL FUNDS	EWFA		\$2,000.00	0.01%	\$1,492,747.56	\$ 9,569,291.96	8/18/05	8/22/05	8/3/05	9/8/05	9/8/05	9/8/05	9/19/05	9/19/05	Approved & Implemented
23	DRAINAGE DETAILS & INCREASED PIPE SIZES IN SEGMENT 9	ITEM		\$2,000.00	0.0%	\$1,494,747.56	\$ 9,567,291.96	8/18/05	9/9/05	9/30/05	9/9/05	9/9/05	8/18/05	12/6/05	1/9/06	Approved & Implemented
24	SEGMENT 11 DRAINAGE REVISION	ITEM	0	\$12,852.80	0.0%	\$1,502,193.56	\$ 9,559,845.96	6/6/05	6/17/05	6/30/05	6/17/05	6/28/05	7/5/05	7/6/05	7/6/05	Approved & Implemented
25	ADDITIONAL DRAINAGE WORK / MODIFY NEW & EXISTING DRAINAGE FACILITIES	EWFA	0	\$15,382.80	0.0%	\$1,517,546.36	\$ 9,544,493.16	6/16/05	6/17/05	6/28/05	6/17/05	6/28/05	7/5/05	7/6/05	7/6/05	Approved & Implemented
25	ADDITIONAL FUNDS	EWFA		\$30,000.00	0.0%	\$1,547,546.36	\$ 9,514,493.16	7/19/06	N/A	N/A	9/13/06		7/19/06	9/13/06	9/13/06	Approved & Implemented
26	MODIFICATIONS TO THE INTERSECTIONS OF LILACISMAWIA AND LILACTARDE	EWFA	0	\$115,000.00	0.12%	\$1,662,546.36	\$ 9,399,493.16	9/12/06	9/15/06	<< Approved Copies			9/12/06	9/14/06	9/14/06	Approved & Implemented
27	SBCFCD MAINTENANCE TURN-AROUND- SEGMENT 11	EWFA	0	\$55,000.00	0.0%	\$1,717,546.36	\$ 9,344,493.16	10/28/05	12/7/05	12/5/05	11/22/05	12/11/05	12/7/05	12/7/05	12/7/05	Approved & Implemented
27	ADDITIONAL FUNDS	EWFA	0	\$10,000.00	0.0%	\$1,727,546.36	\$ 9,334,493.16	5/9/06	N/A	N/A			5/9/06	6/26/06	6/26/06	Approved & Implemented
26	SEGMENT 10 BRIDGE WELDED STEEL CASING PAYMENT	EWFA	0	\$45,000.00	0.05%	\$1,772,546.36	\$ 9,289,493.16	12/5/05	12/7/05	<< Approved Copies			12/5/05	12/8/05	12/8/05	Approved & Implemented
29	SEGMENT 10 EARLY PUNCHLIST ITEMS @ RIVERSIDE AND EASTON	EWFA	0	\$52,932.24	0.05%	\$1,825,478.60	\$ 9,236,560.92	4/7/06	4/14/06	5/3/06	4/14/06	4/28/06	4/14/06	5/9/06	5/9/06	Approved & Implemented
30	SEGMENT 9 & 10 EARLY SOUNDWALL COMPLETION	ITEM	0	\$26,897.40				2/28/06	3/10/06	4/3/06	3/10/06		3/8/06	3/10/06	4/17/06	Approved & Implemented, CCO Transmitted per
31	MSE WALL CHANGE	ITEM	0	\$120,000.00	0.15%	\$2,002,576.01	\$ 9,059,493.51	8/15/05	8/17/05	9/14/05	8/17/05	10/4/05	9/15/05	10/7/05	10/7/05	Approved & Implemented
31	MSE WALL ADDITIONAL CHANGES	ITEM	0	\$75,093.00	0.08%	\$2,077,669.01	\$ 8,984,370.51	1/18/06	1/28/06	LOST			1/18/06	1/28/06	1/28/06	STILL PENDING, WITH ATTN 2nd ORG. COPY TO ALKSL 1/10/07
32	SEG 10 EARLY PUNCHLIST: RELOC WYWD & SBC UTILITIES @ RIVERSIDE AND GALWAY INTERS.	EWFA	0	\$41,820.00	0.0%	\$2,092,154.01	\$ 8,969,885.51	3/24/06	3/29/06	4/11/06	3/29/06	5/3/06	3/24/06	4/19/06	4/19/06	Approved & Implemented, Revised Trans - 05/12/06
	CONSTRUCT RETAINING WALL 1195 @ NW RIVERSIDE & GALWAY	EWFA		\$58,499.35	0.06%	\$2,155,653.36	\$ 8,946,386.16	6/8/06	6/23/06	7/5/06	6/22/06	6/30/06	6/8/06	6/22/06	7/14/06	Approved & Implemented
				\$63,499.35	0.0%	\$2,255,653.36	\$ 8,886,386.16		7/14/06	<< Approved Copies						

San Bernardino Associated Governments

CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

SEGMENTS 9, 10, 11 MAINLINE

Contract No. 05-014

(Updated: 02/05/2007)

OCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY TIME MTD EXT	OCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E SIGN.	CONTRACTOR TO FROM	CUHWA Concurrence TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/ REMARKS
32	INTERSECTION SIGNALIZATION & S2 DRIVEWAY DESIGN	ITEM EWFA	\$71,250.00 \$15,000.00 \$86,250.00	0.05%	\$2,341,503.36 \$	8,720,136.16	1/8/07	1/31/07	1/10/07	1/31/07		TO ATRN 1/31/07
33	REVISE FIBER OPTIC CONDUIT SYSTEM 103C IN SEGMENTS 9 & 11	ITEM ADJ	\$6,500.00 \$132,604.94 \$139,104.94	0.4%	\$2,481,008.30 \$	8,581,031.22	3/20/06	3/21/06 5/3/06	3/21/06 4/6/06	3/20/06 3/21/06 5/3/06 9/31/06	5/31/06	Approved & Implemented
34	DRAINAGE SYSTEM 5A ALIGNMENT MODIFICATION	ITEM ACLS	\$23,966.00 \$115,920.00 \$141,876.00	0.1%	\$2,622,884.30 \$	8,499,155.22	3/21/06	5/3/06 << Approved Copies	4/19/06 4/19/06	3/21/06 4/19/06 5/3/06 5/9/06	5/8/06	Approved & Implemented
35	ADD WB AUXILIARY LANE & SIGN STRUCTURE CHANGES	ITEM ACLS	\$5,177.34 \$22,691.00 \$27,868.34	0.0%	\$2,695,752.64 \$	8,366,286.88	3/27/06	3/29/06 1/08/?? 1/10/07 1/31/07	3/29/06 4/6/06	3/29/06 1/31/07 2/5/07	2/5/07	Approved & Implemented
36	PARTIAL OPENING OF 210 FWY - SIERRA TO ADLER	EWFA 0	\$45,000.00	0.0%	\$2,650,752.64 \$	8,411,286.88	9/15/05	9/16/05 9/22/05	9/16/05 9/20/05	9/22/05 9/26/05	9/26/05	Approved & Implemented
37	MBGR PER 2004 STANDARD SPECS	NCNC 0	\$0.00	0.0%	\$2,695,752.64 \$	8,366,286.88	1/3/06	9/26/05 << Approved Copies 1/19/06 4/3/06	1/19/06 1/27/06	1/4/06 1/18/06 4/3/06 4/5/06	4/5/06	Approved & Implemented
37	MBGR ANCHOR BLOCK AT TRANSITION		\$0.00	0.0%	\$2,695,752.64 \$	8,366,286.88		4/5/06 << Approved Copies				IN PROCESS
38	CACTUS STREET MODIFICATIONS	EWFA ITEM	\$20,000.00 \$58,004.78 \$78,004.78	0.0%	\$2,695,752.64 \$	8,366,286.88	2/21/06	3/13/06 4/3/06	3/13/06 4/6/06	2/23/06 3/10/06 4/3/06 4/5/06	4/5/06	Approved & Implemented
38	ADDITIONAL FUNDS	EWFA 0	\$50,000.00	0.0%	\$2,773,752.64 \$	8,284,282.10		4/5/06 << Approved Copies				IN PROCESS
39	PEDESTRIAN OPENINGS - 27TH & CALIFORNIA	ACLS 0	\$50,000.00 \$6,559.08 \$56,559.08	0.0%	\$2,823,752.64 \$	8,238,282.10	10/19/05	10/25/05 11/14/05	10/25/05 10/30/05	10/19/05 11/21/05	11/21/05	Approved & Implemented
40	HIGHLAND / EASTON PROFILE REVISION	ITEM EWFA	\$6,559.08 \$4,547.59 \$5,000.00	0.0%	\$2,830,316.50 \$	8,231,723.02	11/15/05	11/17/06 2/17/06	11/17/05 11/20/05	11/17/06 11/17/06 2/20/06 3/1/06	2/28/06	Approved & Implemented
40	CITY OF RIALTO WATERLINE S1 RELOCATION ON EASTON	EWFLS	\$9,547.58 \$87,492.15	0.0%	\$2,839,864.08 \$	8,222,175.44	3/17/06	3/23/06 5/3/06	3/27/06 4/6/06	3/17/06 3/23/06 5/3/06 5/9/06	5/8/06	Approved & Implemented
40	FIRE DEPARTMENT BLOCK WALL AND IRRIGATION	EWFA	\$87,492.15 \$40,000.00	0.0%	\$2,927,356.23 \$	8,134,683.29	8/22/06	N/A N/A	9/29/06	8/22/06 9/13/06 10/2/06	10/2/06	Approved & Implemented
41	INCLUDE FIBER OPTIC AS MOH	NCNC 0	\$0.00	0.0%	\$2,967,356.23 \$	8,094,683.29	9/27/05	9/28/05 9/28/05	9/28/05 11/8/05	9/28/05 9/28/05	9/28/05	Approved & Implemented
42	DELETE PORTIONS OF IRRIGATION CROSSOVERS SEG 9 AND EDGE DRAIN SEG 10	ITEM 0	\$0.00 -\$24,050.00	0.0%	\$2,967,356.23 \$	8,094,683.29	10/28/05	9/28/05 << Approved Copies	11/15/05 11/17/05	10/28/05 11/15/05 11/30/05 1/9/06	1/9/06	Approved & Implemented
43	CACTUS CHANNEL BASIN EROSION CONTROL FOR SBFCFD	EWFA	-\$24,050.00 \$103,227.83	-0.0%	\$2,943,306.23 \$	8,118,733.29	5/14/06	1/9/06 << Approved Copies	6/23/06 7/24/06	5/14/06 6/23/06 5/25/06 7/24/06	7/24/06	Approved & Implemented
44	DELETE QC/QA FOR ASPHALT CONCRETE	ACUP 0	\$103,227.83 -\$74,103.15 -\$74,103.15	0.1%	\$3,046,534.06 \$	8,015,505.46	1/5/06	1/11/06 2/28/06	10/28/05 12/20/05	1/5/06 3/2/06 3/16/06	3/15/06	Approved & Implemented

SEGMENTS 9, 10, 11 MAINLINE
Contract No. 05-014

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 02/05/2007)

COO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT	COO AMOUNT	%	TO DATE AMOUNT	CONINGENCY BALANCE	R.E. SIGN	CONTRACTOR		CUT/RTWA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/ REMARKS
									TO	FROM	TO	FROM	TO	FROM		
45	SIGN STRUCTURE SPECS CHANGE	ITEM EWAP ACLS	0	\$137,697.10 \$585,480.00 \$8,982.80 \$732,139.90	0.14%	\$5,704,570.81	\$ 7,357,408.71	11/28/06 2/20/06 3/1/06	12/2/06 3/1/06 3/14/06	12/2/06 3/16/06 3/17/06	11/29/06 2/20/06 3/17/06	3/14/06 3/27/06	3/14/06 3/27/06	3/21/06	3/21/06	Approved & Implemented
46	RETAINING WALL CONCRETE GUTTERS	ACUP		\$48,307.00				5/31/06	6/11/06	6/11/06	6/11/06	6/11/06	6/11/06	6/11/06	6/26/06	Approved & Implemented
47	REVISIONS TO DRAINAGE SYSTEM 7	ACLS ITEM		\$48,307.00 \$700,000.00 \$30,584.00 \$790,584.00	0.05%	\$5,752,877.81	\$ 7,369,161.71	7/17/06	10/19/06	7/17/06	7/17/06	12/11/06	12/11/06	10/19/06 12/14/06	1/24/07	Approved & Implemented
48	CAJON OH BENT 2 ALTERNATIVE PILE	ITEM EWFA		\$70,560.00 \$90,654.24 \$20,094.24 \$22,308.00	0.14%	\$4,483,461.81	\$ 6,578,572.71	3/7/06	3/8/06	4/25/06	3/8/06	4/19/06	3/7/06 4/25/06	3/8/06 5/3/06	5/3/06	Approved & Implemented
49	EXTEND EXISTING ADAMS ST. STORM DRAIN (OASIS) TO EAST OF UPRR RAILWAY	ITEM		\$22,308.00	0.07%	\$1,503,556.05	\$ 6,558,483.47	6/19/06	6/23/06	6/30/06	6/23/06	7/24/06	6/19/06 7/10/06	6/23/06 7/14/06	7/14/06	Approved & Implemented
50	CACTUS V-DITCH AND OUTLET STRUCTURE	ITEM		\$22,308.00	0.02%	\$1,525,864.05	\$ 6,536,175.47		7/14/06	<< Approved Copies						IN PROCESS
51	SLOPE PAVING - PEPPER, LILAC & 27TH	ITEM EWFA		\$165,976.00 \$5,000.00 \$170,976.00	0.00%	\$1,525,864.05	\$ 6,536,175.47	10/24/06 12/20/06	10/14/06 12/27/06	1/8/07 1/9/07	10/11/06		10/24/06 12/20/06	10/11/06 12/27/06	1/22/07	Approved & Implemented
52	LOCAL STREET SIGNS- METAL POSTS IN LIEU OF WOOD	ACUP		\$1,328.25	0.17%	\$4,696,840.05	\$ 6,365,199.47	6/11/06	6/24/06	6/13/06	6/24/06	6/24/06	6/11/06 6/14/06	6/24/06 6/26/06	6/26/06	Approved & Implemented
53	SOUNDWALL MASONRY BLOCK SPEC CHANGE	NCNC		\$0.00	0.00%	\$4,698,168.30	\$ 6,363,871.22	5/11/06	5/16/06	5/19/06	5/11/06	5/17/06	5/11/06 5/19/06	5/16/06 5/24/06	5/23/06	Approved & Implemented
53	SOUNDWALL MASONRY BLOCK SPEC CHANGE ON BRIDGE STRUCTURES	NCNC		\$0.00	0.00%	\$4,698,168.30	\$ 6,363,871.22	8/2/06	8/11/06	9/11/06	8/11/06		8/2/06 9/11/06	8/10/06 9/14/06	9/14/06	Approved & Implemented
54	PREPARE SLOPES @ CACTUS CHANNEL FOR EROSION CONTROL	EWAP		\$102,768.65	0.00%	\$4,698,168.30	\$ 6,363,871.22	5/25/06	6/23/06	6/28/06	6/23/06	7/24/06	5/25/06 6/29/06	6/23/06 7/24/06	7/24/06	Approved & Implemented
55	SEG 9 REPAIR DRAINAGE FACILITY AT SW125N & SEG 10 DS-8F	ITEM ACLS		\$102,768.65 \$75,600.00 \$8,142.01 \$83,742.01	0.10%	\$4,800,928.95	\$ 6,261,110.57	6/23/06 6/26/06	7/5/06	7/5/06	6/29/06	7/24/06	6/23/06 6/29/06	6/29/06 7/14/06	7/14/06	Approved & Implemented
56	ADJUST. FOR CONCRETE GUTTER IN EXCESS OF 125% EE (SEG 10 & 11)	ACUP ITEM		\$41,415.00 \$132,000.00 \$90,585.00	0.08%	\$4,884,670.96	\$ 6,177,368.56	6/19/06	6/23/06	6/30/06	6/23/06	7/24/06	6/19/06 6/23/06	6/23/06 7/14/06	7/14/06	Approved & Implemented
57	MODIFY DRAINAGE @ LILAC/CASIMIA	ITEM EWFA		\$30,650.00 \$85,000.00 \$115,650.00	0.05%	\$4,975,255.96	\$ 6,086,783.56	12/29/06	1/2/07	1/18/07	1/2/07		12/29/06 1/19/07	1/2/07 2/5/07	2/5/07	Approved & Implemented
58	RETAINING WALL 150 BARRIER CLOSURE	EWLS		\$2,674.08	0.12%	\$5,091,105.96	\$ 5,970,933.56	6/16/06	6/23/06	6/30/06	6/23/06	7/24/06	6/16/06 7/10/06	6/23/06 7/14/06	7/14/06	Approved & Implemented
59	SEWER RELOCATION @ SEGMENT 11 BASIN 5			\$0.00	0.00%	\$5,093,790.04	\$ 5,968,259.48		7/14/06	<< Approved Copies						IN PROCESS
	ELIMINATE PCC DIKE AND SHOULDER BACKING IN SEGMENT 9	ITEM		\$84,368.00	0.00%	\$5,093,790.04	\$ 5,968,259.48	8/28/06	8/30/06	8/30/06	8/30/06	9/20/06	8/28/06 8/30/06	8/30/06	8/30/06	STILL PENDING WITH ATRN 02/05/07
				\$84,368.00	0.08%	\$5,009,412.04	\$ 6,052,627.48		<< Approved Copies							

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 02/05/2007)

NO.	DESCRIPTION	PAY MTD	TIME EXT	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN	CONTRACTOR		CIFHWA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/ REMARKS
									TO	FROM	TO	FROM	TO	FROM		
61	TEMPORARY TRAFFIC SIGNAL AT EASTON/HIGHLAND	EWFA ITEM		\$70,000.00 \$276.00 \$70,276.00	0.0%	\$5,079,688.04	\$ 5,982,351.48	9/5/06	9/6/06	10/12/06	9/6/06	9/6/06	10/30/06	10/30/06	Approved & Implemented	
62	ELIMINATE EDGE DRAIN IN SEGMENT 10			\$0.00					10/30/06	<< Approved Copies					IN PROCESS	
63	INCREASE IN LCB CEMENT CONTENT	ACUP		\$0.00	0.0%	\$5,079,688.04	\$ 5,982,351.48			<< Approved Copies					IN PROCESS	
64	ADD WORK FROM STATE STREET STORM DRAIN	EWFA EWLP EWLS		\$10,000.00 \$1,042,122.36 \$77,152.80 \$1,129,275.16	0.0%	\$5,079,688.04	\$ 5,982,351.48	11/30/06	12/4/06	12/14/06	12/1/06	12/4/06	12/14/06	1/22/07 ✓	APPROVED & IMPLEMENTED	
65	CONCRETE SPILLWAYS & PARKWAY CULVERTS	ITEM		\$0.00	1.1%	\$6,308,963.20	\$ 4,853,076.32		1/22/07	<< Approved Copies					IN PROCESS	
66	JUST IN TIME TRAINING (JITT)	EWLS		\$0.00	0.0%	\$6,308,963.20	\$ 4,853,076.32	12/18/06	12/18/06	12/22/06	12/18/06	12/18/06	12/22/06	12/29/06	Approved & Implemented	
67	FURNISH STREET AND ROADSIDE SIGN PANELS	EWFA		\$505.00 \$1,500.00	0.0%	\$6,309,468.20	\$ 4,852,571.32	12/28/06	1/2/07	<< Approved Copies			12/28/06	1/3/07	IN PROCESS	
68	EASTON SQUARE APARTMENTS ALL WEATHER SURFACING	EWFA		\$7,500.00 \$35,000.00	0.0%	\$6,316,968.20	\$ 4,845,071.32	12/13/06	12/20/06	12/27/06	12/20/06	12/20/06	12/27/06	1/2/07	Approved & Implemented	
69	AC PRICE INDEX FLUCTUATION	ACUP		\$0.00		\$6,321,968.20	\$ 4,840,071.32		1/2/07	<< Approved Copies					IN PROCESS C/O MM	
70	SBFCFD PUNCH LIST METHACRYLATE	EWFA		\$0.00 \$75,000.00	0.0%	\$6,321,968.20	\$ 4,840,071.32	12/21/06	12/22/06	12/27/06	12/22/06	12/24/06	12/27/06	1/2/07 ✓	Approved & Implemented	
71	SSSD REVISIONS AT HIGHLAND/CALIFORNIA	ITEM EWFA		\$0.00	0.0%	\$6,326,968.20	\$ 4,735,071.32		1/2/07	<< Approved Copies					IN PROCESS	
72	SEGMENT 10 BRIDGE SIGN ELIMINATION	ITEM EWFA		\$0.00 \$26,235.00 \$2,000.00	0.0%	\$6,326,968.20	\$ 4,735,071.32	12/21/06	12/22/06	1/15/07	12/22/06	12/24/06	1/16/07	1/22/07 ✓	Approved & Implemented	
73	MUSCOY UNDERPASS TEMPORARY SUPPORT	ACFA ACUP		\$24,235.00 \$262,000.00 \$6,186.00 \$258,186.00	-0.0%	\$6,302,733.20	\$ 4,759,306.32	1/24/07	1/29/07	<< Approved Copies				To Ask CI - 1/29/07		
				\$0.00	0.25%	\$6,560,919.20	\$ 4,501,124.32			<< Approved Copies					IN PROCESS	
				\$0.00	0.0%	\$6,560,919.20	\$ 4,501,120.32			<< Approved Copies					IN PROCESS	
				\$0.00	0.0%	\$6,560,919.20	\$ 4,501,120.32			<< Approved Copies					IN PROCESS	
TOTAL & CCO BALANCE OVERRUNNING / UNDERRUNNING																
TOTAL TO DATE >>>&																

NOTES: * Includes Supplemental Funds & SAIAC Purchased Materials

SUMMARY OF OVERRUNS FOR ACTIVE ITEMS & CO WORK

CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 02/05/2007)

SEGMENTS 9, 10, 11 MAINLINE

Contract No. 05-014

Contract NO. 05-014															
CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN	CONTRACTOR		CJHWA Concurrence	SANBAG Approval		DATE APPROVED	STATUS/REMARKS
				ITEM NO.		\$ Overrun	\$ Balance		TO	FROM	TO	FROM	TO	FROM	
								CCO NO.	\$ Overrun		\$ Balance		Total Overrun		
											</				

(For use towards the job completion)

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: February 15, 2007

Subject: Right of Way Acquisition and Utility Relocation for State Street/University Parkway Grade Separation.

Recommendation: Increase Authorized amount for Right of Way and Utility Relocations for State Street/University Parkway Grade Separation in an amount not to exceed \$1.15 million. TN 87107000

Background: Beginning in Spring 2006 SANBAG initiated acquiring property identified as required for the State Street/University Parkway grade separation project. The County of San Bernardino Real Estate Services Department (RESA), which is acting as SANBAG's agent for these acquisitions, has advised that due discussions with one business/property owner in project area that a revised appraisal is necessary. RESA staff estimate that a total package increase of \$600,000 should adequately fund SANBAG's offer to the owner. RESA has also advised that through acquisition negotiations, the original funds required for relocation assistance for other parcels was underestimated by \$100,000 and that sum would be necessary to consummate acquisitions.

Additionally, staff has developed costs for utility relocations that are necessary for the project. The estimated cost for utility relocations including Muscoy Water, SCE, Verizon, and Time-Warner is \$405,000.

Financial Impact: This action is consistent with the 2006/ 07 Budget. These costs are fully funded from Traffic Congestion Relief Program funds. TN87107000

Reviewed By: This item will be reviewed by the Major Projects Committee on February 15, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

Approved
Major Projects Committee

Date: February 15, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: February 15, 2007

Subject: Amendment No. 1 to Contract No. 03-015 with RMA Group for materials testing on SR 210 segments 9-11 and I-10 East projects

Recommendation:* Approve Amendment No. 1 to Contract No. 03-015 with RMA Group for materials testing on SR 210 segments 9-11 and I-10 East projects in the amount of \$1,484,284 for a new not to exceed total of \$8,358,797 as detailed in the Financial Impact Section and extending the period of performance to June 30, 2009.

Background: **This is an amendment to an existing contract.** In September 2002 the SANBAG Board approved contract 03-015 with RMA Group to provide materials testing for the SR 210 segments 9-11 and I-10 East projects. Construction activity has steadily progressed on all projects that were contemplated as part of the ultimate scope of work of this contract with the exception of the Live Oak Canyon interchange which fell victim to the state transportation funding crisis. As SANBAG approaches project completion for the major freeway projects it has become apparent that an amendment to the contract is necessary to satisfy the material testing requirements for the projects as well finalize the scope and fee for materials testing for the Live Oak Canyon Interchange which will go to construction this Spring.

SR 210 Segments 9-11 and I-10 East Projects

Due to two major issues, staff recommends increasing the contract budget to complete the SR 210 Mainline and the I-10 Median Lane project in the amount of \$673,635. The first, and probably most significant cost element is associated with prevailing wage requirements for soils and materials technicians. When this

*

Approved
Board of Directors
Major Projects Committee

Date: February 15, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

contract was negotiated in 2002, RMA and SANBAG assumed an annual prevailing wage increase of 3% or a 12.5% increase over the life of the project. The actual prevailing wage increased approximately 16.8% and the cost of benefits based on prevailing wage determinations increased 38.5% over the life of the project. Additionally, the Board will recall that due to environmental issues, the SR 210 mainline project was delayed by a year effectively adding one year to the life of the project and a commensurate annual prevailing wage increase.

The second issue that has affected this contract budget has been the need to perform 30% more tests associated with Lean Concrete Base (LCB) and Portland Cement Concrete (PCC) than was assumed in the contract. Due to the marginal quality of the materials that make up both of these paving layers, SANBAG has "errored" on the side of caution and has had RMA conduct more testing to ensure that the end product meets all Caltrans Construction Manual requirements.

Live Oak Canyon Interchange

The Live Oak Canyon Interchange was initially included as a project in the list of I-10 East projects. When it became apparent that the Traffic Congestion Relief Program (TCRP), the primary funding source for this project, was going to be suspended indefinitely, starting in the Spring of 2002, this project was not included in the final contract scope. Now that the project is proceeding to construction, it is necessary to secure RMA's services to perform materials testing. The scope of work is attached and the contract budget for this item is in an amount not to exceed \$810,649.

The cost of materials testing work is largely determined by Caltrans, which mandates the types and frequency of tests that must be performed. A section from the Caltrans Construction Manual specifying the types and frequency of required tests is attached. The actual contract amount is based on a reasonable calculation of required tests for all of planned construction.

Financial Impact: The total amendment amount is \$1,484,284 for new total contract amount \$8,358,797. The financial impact of this item is consistent with the 2006/07 Budget. Funding source for the SR 210 and I-10 East projects is Measure I Valley Major Projects funds. The funding source for the Live Oak Canyon Interchange is City of Yucaipa local contribution. TN 82407000, TN 86007000, and TN 84307000.

Reviewed By: This item was reviewed by the Major Projects Committee on February 15, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. 03-015-01

by and between

San Bernardino County Transportation Authority

and

RMA Group, Inc.

for

Material Testing Services for SR210, Segments 9-11 and I-10 East Projects

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>03015</u> Vendor ID <u>RMAG</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>6,874,513</u>		Previous Amendments Total: \$ _____		
Contingency Amount: \$ <u>0</u>		Previous Amendments Contingency Total: \$ _____		
		Current Amendment: \$ <u>1,484,284</u>		
		Current Amendment Contingency: \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>8,358,797</u>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
86007	5553	Measure I Funding	_____	\$ <u>560,782</u>
82408	5553	Measure I Funding	_____	\$ <u>112,853</u>
84308	5553	Local Yucaipa	_____	\$ <u>660,649</u>
84309	5553	Local Yucaipa	_____	\$ <u>150,000</u>
Original Board Approved Contract Date: <u>3/05/03</u>		Contract Start: <u>3/05/03</u>		Contract End: <u>5/05/07</u>
New Amend. Approval (Board) Date: <u>03/07/07</u>		Amend. Start: <u>03/07/07</u>		Amend. End: <u>6/30/09</u>
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>07</u> \$ <u>560,782</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>923,502</u>	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>860</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input checked="" type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Darren Kettle			Contract Manager: Gary Shippy	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Contract No. 03-015-01

Amendment No. 1

Agreement By And Between

San Bernardino County Transportation Authority

and

RMA Group Inc.

This AMENDMENT to CONTRACT No. 03-015 entered into this 7th day of March, 2007 by the firm of RMA Group Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under Contract No. 03-015, has engaged the services of CONSULTANT to provide material testing services for Route 210 Segments 9-11 and I-10 East projects; and,

WHEREAS, the parties hereto desire to amend the aforesaid contract to expand the scope of services and to increase the contract not to exceed amount so to include the portion of work referred to as SR-210 Segments 9-11 Mainline Projects; and,

WHEREAS, provisions for potentially increasing the Consultant's scope of work at AUTHORITY's option are contained in the original contract; and,

WHEREAS, AUTHORITY desires to exercise its option to increase the contract scope of work and associated contract not-to-exceed amount with this amendment.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 03-015, as follows:

1. CONSULTANT shall perform the additional services as detailed in Attachment 1 of this Amendment which is hereby included by reference.
2. The not-to-exceed amount of the contract shall be increased by \$1,484,284. The overall total contract not-to-exceed amount shall be increased to \$8,358,284.
3. The period of performance of Consultant under this contract shall be extended to June 30, 2009.

4. Except as amended by this Amendment, all other provisions of Contract No. 03-015 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

San Bernardino

County Transportation Authority

RMA Group, Inc.

By: _____
Dennis Hansberger, President
Board of Directors

By: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
AUTHORITY Counsel

Date: _____

Attachment No. 1

Amendment No. 1
Contract No. 03-015



10851 EDISON COURT, RANCHO CUCAMONGA, CA 91730 : (909) 989-1751 : FAX (909) 989-4287

February 6, 2007

Mr. Gary Shippy, Project Manager
San Bernardino Associated Governments
1170 W 3rd Street
2nd Floor
San Bernardino, CA 92410-1715

**Subject: Cost to Complete
Materials Testing Services
State Route 210 Segments 9-11 &
Interstate I-10 East Projects
San Bernardino County, CA**

Dear Mr. Shippy,

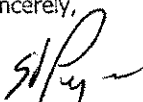
As per your request we have prepared this letter to outline our proposed costs to complete the materials testing services at the State Route 210 Segments 9 thru 11 and Interstate 10 East projects and to present our proposed costs to perform the materials testing for the Live Oak Canyon Interchange project at the Interstate 10 in Yucaipa, California.

We have estimated the work required to complete the testing services at the State Route 210 based on a completion date of September 2007 and our understanding of the construction items that remain to be constructed. We have estimated the costs to complete the work at the Interstate 10 East projects based on a completion date of November 2007 for the mixed flow lane project in Redlands. Based on our estimated cost to complete the remaining work and the budget remaining on our existing contract, we estimate that a change order in the amount of \$675,000.00 will be required to complete these projects. Our review of the budget and original estimated costs indicates that the variance is due primarily to unanticipated increases in the prevailing wage costs over the life of the project. Our original estimates provided for 3% annual increases representing a 12.5% increase in the wages and benefits to be paid to field staff over the life of the project. The actual prevailing wage increased approximately 16.8% and the cost of benefits based on prevailing wage determinations increased approximately 38.5% over the life of the project.

We have also prepared an estimate of the costs associated with the materials testing services for the Live Oak Interchange project based on an anticipated construction duration of 18 months commencing in August of 2007. Based on our review of the engineers quantities and the recommended test frequencies outlined in the Caltrans Construction Manual we estimate the total costs to perform the required testing on the Live Oak Interchange project at \$810,649.00. Our estimates are attached as Exhibit A and B.

We appreciate the opportunity to be of continued service to you on these projects. If you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Sincerely,


Ed Lynn, PE
President
RMA Group, Inc.

**Summary Fee Estimate
Costs to Complete
Materials Testing Services
SR 210, Segments 9-11 I-10 East Projects**

Segment 9, 10 & 11 Mainline: January 2007 - September 2007

Lead Technician	1,530 hrs.	@ \$	33.43 /hr.	\$ 51,148
Tech II	2,940 hrs.	@ \$	27.57 /hr.	\$ 81,056
Overtime at 5%	224 hrs.	@ \$	41.36 /hr.	\$ 9,243
<i>Subtotal</i>				\$ 141,447
<i>Overhead @ 0.98</i>				\$ 138,618
<i>Overtime Premium</i>				\$ 4,621
<i>Fee @ 10%</i>				\$ 28,469
Vehicle	4,694 hrs.	@ \$	5.25 /hr.	\$ 24,641
Nuclear Gauge	1,565 hrs.	@ \$	1.30 /hr.	\$ 2,034
Nextel Phone	4,694 hrs.	@ \$	0.32 /hr.	\$ 1,502
Direct Benefits	4,694 hrs.	@ \$	15.50 /hr.	\$ 72,749
Coring Machine with Generator	20 days	@ \$	680.00 /day	\$ 13,600
Laboratory Testing				\$ 190,000
Total Segment 9, 10 & 11 Mainline				\$ 617,680

Mixed Flow Lane Addition: January 2007 - November 2007

Lead Technician	1,900 hrs.	@ \$	33.43 /hr.	\$ 63,517
Tech. II	2,350 hrs.	@ \$	27.57 /hr.	\$ 64,790
Overtime at 5%	213 hrs.	@ \$	41.36 /hr.	\$ 8,788
<i>Subtotal</i>				\$ 137,094
<i>Overhead @ 0.98</i>				\$ 134,353
<i>Overtime Premium</i>				\$ 4,394
<i>Fee @ 10%</i>				\$ 27,584
Vehicle	4,463 hrs.	@ \$	5.25 /hr.	\$ 23,428
Nuclear Gauge	1,116 hrs.	@ \$	1.30 /hr.	\$ 1,450
Nextel Phone	4,463 hrs.	@ \$	0.32 /hr.	\$ 1,428
Direct Benefits	4,463 hrs.	@ \$	15.50 /hr.	\$ 69,169
Coring Machine with Generator	8 days	@ \$	680.00 /day	\$ 5,440
Laboratory Testing				\$ 110,000
Total Mixed Flow Lane Addition				\$ 514,340

**Summary Fee Estimate
Costs to Complete
Materials Testing Services
SR 210, Segments 9-11 I-10 East Projects**

Project Management - January - November 2007

Project Manager/ Materials Engineer	175 hrs.	@	\$ 60.00 /hr.	\$ 10,500
Project Field Manager	560 hrs.	@	\$ 40.00 /hr.	\$ 22,400
Staff Engineer	200 hrs.	@	\$ 42.00 /hr.	\$ 8,400
Clerical	44 hrs.	@	\$ 18.00 /hr.	\$ 792

<i>Subtotal</i>				\$ 42,092
<i>Overhead @ 1.37</i>				\$ 57,666
<i>Fee @ 10%</i>				\$ 9,976

Mileage (45 mos. @ 50 miles/week)	- miles	@	\$ 0.320 /mi.	\$ -
Vehicle	560 hrs.	@	\$ 5.25 /hr.	\$ 2,940
Nextel Phone	560 hrs.	@	\$ 0.32 /hr.	\$ 179
Project Computers	-	@	\$ 2,000.00 ea.	\$ -

Total Project Management				\$ 112,853
Total Fee Estimate				\$ 1,244,873
Total Budget Remaining				\$ 571,238
Budget Variance				\$ (673,635)

**Summary Fee Estimate
Costs to Perform
Materials Testing Services
Live Oak Canyon Interchange Project**

Live Oak Canyon Road : August 2007 - January 2009

Lead Technician	2,780 hrs.	@ \$	34.43 /hr.	\$ 95,715
Tech. II	3,100 hrs.	@ \$	25.94 /hr.	\$ 80,414
Overtime at 5%	294 hrs.	@ \$	38.91 /hr.	\$ 11,440

<i>Subtotal</i>				\$ 187,569
<i>Overhead @ 0.98</i>				\$ 183,818
<i>Overtime Premium</i>				\$ 5,720
<i>Fee @ 10%</i>				\$ 37,711

Vehicle	6,174 hrs.	@ \$	5.25 /hr.	\$ 32,414
Nuclear Gauge	1,544 hrs.	@ \$	1.30 /hr.	\$ 2,007
Nextel Phone	6,174 hrs.	@ \$	0.32 /hr.	\$ 1,976
Direct Benefits	6,174 hrs.	@ \$	18.00 /hr.	\$ 111,132
Coring Machine with Generator	6 days	@ \$	680.00 /day	\$ 4,080

Laboratory Testing				\$ 180,000
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Total Mixed Flow Lane Addition

\$ 746,425

Project Management - 18 Months Total Duration

Project Manager/ Materials Engineer	120 hrs.	@ \$	60.00 /hr.	\$ 7,200
Project Field Manager	260 hrs.	@ \$	40.00 /hr.	\$ 10,400
Staff Engineer	120 hrs.	@ \$	42.00 /hr.	\$ 5,040
Clerical	80 hrs.	@ \$	18.00 /hr.	\$ 1,440

<i>Subtotal</i>				\$ 24,080
<i>Overhead @ 1.37</i>				\$ 32,990
<i>Fee @ 10%</i>				\$ 5,707

Mileage (45 mos. @ 50 miles/week)	- miles	@ \$	0.320 /mi.	\$ -
Vehicle	260 hrs.	@ \$	5.25 /hr.	\$ 1,365
Nextel Phone	260 hrs.	@ \$	0.32 /hr.	\$ 83
Project Computers	-	@ \$	2,000.00 ea.	\$ -

Total Project Management				\$ 64,225
---------------------------------	--	--	--	------------------

Total Fee Estimate				\$ 810,649
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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: February 15, 2007

Subject: Award of Contract No. 07088 with Caltrop for Construction Management Services for Ramona Avenue and Hunts Lane Grade Separation

Recommendation:* Award of Contract No. 07088 with Caltrop for Construction Management Services for Ramona Avenue and Hunts Lane Grade Separation Phase I (Ramona Avenue) in an amount not to exceed \$2,215,854.69.

Background: **This is a new contract.** In October 2006 the Board authorized the release of a Request of Qualifications (RFQ) for full service construction management services for the State Street/University Parkway railroad grade separation project. SANBAG received six Statements of Qualification (SOQ) in response to the RFQ. The construction management consultants that submitted SOQs included:

- Berg and Associates/AEI-CASC/Leighton Group
- Caltrop Corporation/Hernandez, Kroone/Leighton Group
- Harris and Associates/Associated Engineers/CHJ, Inc
- Washington Group/Stantec/Leighton Group
- Parsons, Brinkehoff/Associated/RMA Group
- LAN Engineering/Coast Surveying/Sequoia

Utilizing a derivation of the SANBAG consultant selection process a committee consisting of one representative from the City of San Bernardino, one representative from the City of Colton, and two

Approved

Major Projects Committee

Date: February 15, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

SANBAG representatives reviewed and ranked the proposals. The selection committee short-listed three teams including Berg and Associates, Caltrop Corporation and LAN Engineering. Following interviews and committee deliberations, the selection committee unanimously agreed that the Caltrop Corporation Team was most qualified to perform the work and recommends this contract to the Major Projects Committee and the Board of Directors. The contract cost negotiated with Caltrop is consistent with the work included in the scope of work used for the RFQ.

Financial Impact: This action is consistent with the 2006/07 Budget. The funding source for construction management activities is both Prop. 42/TCRP funds and federal funds. TN 87207000 (Ramona Avenue)

Reviewed By: This item will be reviewed by the Major Projects Committee on February 15, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. C07088

by and between

San Bernardino County Transportation Authority

and

Caltrop Corporation

for

Construction Management of the Ramona Avenue/UPRR Grade Separation Project

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
Notes:			
Original Contract: <u>\$2,014,413.69</u> Contingency Amount: <u>\$ 201,441</u>		Previous Amendments Total: \$ <u>0</u> Previous Amendments Contingency Total: \$ <u>0</u> Current Amendment: \$ <u>0</u> Current Amendment Contingency: \$ <u>0</u>	
Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →			\$ 2,215,854.69
↓ Please include funding allocation for the original contract or the amendment.			
Task	Cost Code	Funding Sources	Grant ID
87207000	5554	City	
8720800	5554	City	
8720900	5554	City	
Original Board Approved Contract Date: <u>3/07/07</u>		Contract Start: <u>3/07/07</u>	Contract End: <u>12/31/09</u>
New Amend. Approval (Board) Date: _____		Amend. Start: _____	Amend. End: _____
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:			
Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>150,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>2,065,854.69</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>87207000</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
Please mark an "X" next to all that apply:			
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local			
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %			
Task Manager: Darren Kettle		Contract Manager: Lisa DaSilva	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

ATTACHMENT "A"

Draft
Scope of Services

By and between

**San Bernardino Associated Governments/
San Bernardino County Transportation Authority**

And

Caltrop Corporation

To

**Provide Construction Management, Material Testing and Construction
Survey Services**

For

Ramona Avenue/Union Pacific Railroad Grade Separation Project

and

~~Hunts Lane/Union Pacific Railroad Grade Separation Project~~

(This scope only applies to the Ramona Ave Project)

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- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-construction Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Construction Coordination
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 - 6. Project Support
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 - 8. Change Orders and Claims
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- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO FURNISHED BY AGENCY
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- I. THIRD PARTY RELATIONSHIPS
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- L. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to support the construction activities as described below. The scope of services is for the Ramona Avenue/Union Pacific Railroad (UPRR) Grade Separation Project and the Hunts Lane/UPRR Grade Separation Project, which is anticipated to go out to bid in the Spring of 2007 and the Fall of 2008, respectively. CONSULTANT will provide construction management, materials testing, and construction surveying for the projects. Due to the varying types of funds, a separate contract will be executed for each project. A description of the projects is given below.

RAMONA AVENUE/UPRR GRADE SEPARATION PROJECT

The Ramona Ave./UPRR grade separation project proposes to construct a 267 foot long, three span, concrete box girder bridge over the UPRR tracks replacing the existing at-grade crossing. The project is located on Ramona Ave. between Mission Blvd. and Holt Blvd. in the City of Montclair. The project has two major phases; street and drainage improvements, and bridge construction.

The street improvements include reconstruction of the Dale St/Ramona Ave intersection, Camulos Ave/State St intersection, Kimberly Ave/Brooks St intersection, paving, utility relocation, and detour construction.

Ramona Ave will be closed during the bridge construction and traffic will be detoured to Mission Blvd, Monte Vista, and Holt Blvd. The bridge will span two existing and two future UPRR tracks. The construction will be completed in approximately 24 months. The Ramona Ave./UPRR Grade Separation construction is expected to be near completion prior to constructing the Hunts Lane/UPRR Grade Separation.

HUNTS LANE/UPRR GRADE SEPARATION PROJECT

The Hunts Lane/UPRR grade separation project proposes to construct a 36 m (118 foot) single span, concrete, box girder bridge over UPRR replacing the existing at grade crossing. The bridge will be constructed on essentially the same alignment as existing Hunts Lane and will have four vehicle travel lanes (two lanes in each direction), a sidewalk, and a Class 2 (on road striped) bicycle lane on each side. The approaches are proposed as retained fill.

UPRR is proposing three new spur tracks west of Hunts Lane. The proposed bridge will span the existing tracks and will not impact railroad operations, including the proposed additional spur tracks.

The intersection of Club Center Drive and Hunts Lane will be eliminated; Club Center Drive will be constructed as a cul-de-sac at Hunts Lane. Oliver Holmes Road, Commercial Road, and Riverwood will remain connected to Hunts Lane and will be raised to match the grade of the newly elevated Hunts Lane. The proposed roadway profile will maintain these intersections and will provide for the existing driveways at several key locations.

Drainage improvements include modifications to the street storm drain system near the Commercial Road intersection to combine existing storm drains into one drainage line. Utilities located within Hunts Lane, including the high-voltage power transmission lines, will require relocation; however, some will remain under fill used to elevate the roadway.

Hunts Lane will be closed during construction and traffic will be detoured along Washington Street, Waterman Avenue, and Redlands Boulevard. Construction of the project will take approximately 16 months.

The Ramona Avenue/UPRR and Hunts Lane/UPRR Grade Separation Projects, as described by the plans and specifications, shall include construction of roadways, bridges, drainage facilities, and retaining walls. CONSULTANT shall provide qualified construction management and inspection, materials testing and construction surveying personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG Contract Manager for this contract will be:

Mr. Darren Kettle
Director of Freeway Construction

SANBAG has selected Fluor Corporation as Program Manager for the Measure I Valley Major Projects. This Project is part of that program. As part of the overall SANBAG/Fluor Program Management staff, SANBAG has also designated a Construction Manager to coordinate all construction activities. The CONSULTANT shall report to and receive direction from SANBAG through the Contract Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Project Managers will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the individual construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. It is recommended that, in addition to a Project Manager, a single point of contact or Senior Resident Engineer be assigned to direct and coordinate construction activities under this contract. Other Resident Engineers or Assistants may be assigned to each specific project or project responsibilities as needed. Resident Engineers shall be Civil Engineers, registered in the State of California. The Resident Engineers shall be in responsible charge of construction activity within his/her project.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities. The duration of the assignments may vary from a minimum of one (1) week to the full term of the Project. CONSULTANT personnel shall be made available within one (1) week from written notification by SANBAG to a maximum of six (6) weeks after local agency acceptance of the Project.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services

has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control.

CONSULTANT will assist SANBAG in obtaining compliance with the equal opportunity provisions of the projects.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions. For the Ramona Ave./UPRR project, the non-bridge work shall be performed in accordance to the Standard Plans and Specifications for Public Works Construction (Greenbook).

Materials Testing: The number of field testing personnel assigned to the project will vary throughout the duration of the construction contract. CONSULTANT personnel will be assigned as needed by the Resident Engineers to meet the schedule of the construction contractor.

It is anticipated that at least one field technician will be required throughout the construction contract period. At times, additional technicians may be required to provide support for on-going construction activities. The duration of assignments could vary from a minimum of a few days to the full term of the project. CONSULTANT personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever

possible, the same field personnel for the duration of construction of each project. It is also important that the senior technician(s) assigned to the project become and be completely familiar with the prior testing requirements and assignments for the entire project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SANBAG Construction Manager.

Resumes of materials testing personnel must be submitted to SANBAG for review and approval prior to assignment to a project. If, at any time, the level of performance of any testing personnel is below expectations, SANBAG may release that field person and request that another be assigned as needed.

If a member of CONSULTANT's personnel is on a leave of absence, CONSULTANT's project manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All personnel will be knowledgeable of, and comply with, all applicable local, Greenbook, Caltrans, Union Pacific Railroad and federal regulations; cooperate and consult with SANBAG and local agency officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by Resident Engineer.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control.

CONSULTANT will assist SANBAG in obtaining compliance with the equal opportunity provisions of the projects.

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards, and the Standards for Public Works Construction. For the Ramona Ave./UPRR project, the non-bridge work shall be performed in accordance to the Standard Plans and Specifications for Public Works Construction (Greenbook).

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for each project. The number of survey crew(s) assigned to each project will vary throughout the duration of the construction contract, but it is anticipated that a minimum of one (1) survey crew may be required throughout the construction of each project. Additional crews may be required to provide support for construction activities. The duration of assignments could vary from a minimum of a few days to the full term of the project. CONSULTANT personnel will be assigned as needed by the Resident Engineer(s) to meet the schedule of the construction contractor.

It is the intent of SANBAG to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

Resumes of CONSULTANT personnel and certification must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance by CONSULTANT personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned (as needed).

If CONSULTANT's survey crew personnel assigned to the project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement will be required to meet all the requirements of the permanently assigned employee.

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SANBAG officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the project plans and specifications.
- Keep records and document work as directed by the SANBAG Resident Engineer(s).

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards, and the Standards for Public Works Construction. For the Ramona Ave./UPRR project, the non-bridge work shall be performed in accordance to the Standard Plans and Specifications for Public Works Construction (Greenbook).

C. DUTIES AND RESPONSIBILITIES

It is noted and acknowledged that the Projects will be executed under separate construction contracts as described in the Project Description. Where the terms "Project" and "Contractor" are used herein, they shall apply to both projects and Contractors.

1. Pre-construction Services

a. Plan Review

CONSULTANT shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, resident engineer's pending files, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall check for quantity discrepancies, potential conflicts, constructability, and consistency between plans, specifications and pay items.

b. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

c. Budget

CONSULTANT shall review the Project estimate and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid documents
2. Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist SANBAG in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, the design engineer, cities, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid for completeness and responsiveness
2. Perform bid analysis
3. Development of contractor payment schedules, and other procedural items.
4. Checking Contractor references, licenses, insurance, and sureties.
5. Coordination with prospective Contractor for award of construction contract(s).
6. Check DBE advisory availability percentage

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals and the Greenbook.

3. Project Administration

- a. CONSULTANT shall administer project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular project coordination meetings with Contractors, SANBAG, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall establish and maintain Project records. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- e. CONSULTANT shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline.
- f. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
- g. CONSULTANT shall prepare and submit a monthly Activity Summary Report for each project. The activity report shall include construction activity, accomplishments, and status of project budget and schedule.
- h. CONSULTANT shall review and ensure compliance with environmental requirements.
- i. CONSULTANT shall participate in partnering sessions with the Contractors, SANBAG, and Local Agencies, as required.
- j. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual and the Greenbook quality standards as appropriate.
- k. CONSULTANT shall review Contractors' certified payroll records and assist SANBAG with labor compliance.
- l. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- m. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Senior Resident Engineer and other qualified Resident Engineers, as needed to effectively manage Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public.
- c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall provide all required monitoring, coordination, and tracking of construction progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP coordinator who shall review contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City, local agency, and railroad personnel are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, the Standard Plans and Specifications for Public Works Construction (Greenbook), and UPRR construction and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be familiar with the construction requirements of Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 1. Paving and subgrade inspection, structures and foundation inspection, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 2. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 3. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
 4. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
 5. Preparing construction sketches, drawings, and cross-sections, as necessary.
 6. Assisting in the preparation of as-built plans.

7. Providing inspections for environmental compliance.
8. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
9. Monitoring Contractors' compliance with applicable regulations required by AQMD.
10. Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the projects. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

I. Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

- a. Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b. Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c. Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d. Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e. Perform construction staking, including but not limited to:
 - Utility relocations.
 - Clearing limits.
 - Slope staking.
 - Storm drain, sanitary sewer, and irrigation systems.
 - Drainage structures.
 - Curbs, gutters, and sidewalk.
 - Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.).

- Rough grade.
 - Finish grade.
- f. Monitor for settlement if required.
- g. Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG.

II. Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

III. Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

IV. Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

V. Right of Way Lines

a. Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

- Right of way monumentation shall be renewed and restored in accordance with the appropriate standard; Section 2-9.1, of the Greenbook "Permanent Survey Markers" or Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.

- Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act.

- Perpetuate existing monumentation.
Includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

b. New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- Right of Way Surveys

Includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.

- Final monumentation

Includes setting of centerline points of control upon completion of construction.

VI. Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

VII. Control Survey

Includes project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

VIII. Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only. CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing and Geotechnical Services

CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to the appropriate (California State Department of Transportation (Caltrans) or Standards for Public Works Construction (Greenbook)) standards, specifications, and special provisions for material quality and workmanship.

Field and laboratory testing is to be performed in accordance with the applicable standards.

CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Relations

SANBAG may retain a public relations firm to implement a public awareness program for both grade separation projects. SANBAG shall coordinate public awareness for the grade separation projects directly in conjunction with the local agencies. The SANBAG Public Information Officer (PIO) will manage all public awareness activities for these Projects. CONSULTANT shall cooperate with SANBAG's PIO and its public relations firm in the dissemination of appropriate Project information as appropriate. Should CONSULTANT Resident Engineers receive complaints from the public or other entities, he/she shall promptly notify SANBAG's PIO. CONSULTANT shall maintain a log of all complaints and inquiries. When appropriate, CONSULTANT shall direct the Contractor to remedy complaints in a timely manner.

d. Permits

CONSULTANT shall review each project for permit compliance and coordinate with SANBAG, the design engineer, and other SANBAG consultants to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

1. Contract pay item quantities and payments
2. Contract change orders
3. Supplemental work items
4. Agency furnished materials
5. Contingency balance
6. Project budget

b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

- b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows
 - 1. Agreed Price
 - 2. Adjustment in compensation to a bid item
 - 3. Time and materials or Force Account
- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes.
- d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide monthly CONSULTANT status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SANBAG, Local Agencies, Contractors, and design engineers.

- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SANBAG all project files.
- g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all project permits.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries, and Resident Engineers' daily diaries
- 2. Monthly Project Activity Summary Reports
- 3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction projects
- 5. Project Completion Report
- 6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records
- 7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates
- 8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test method. Failing tests will be immediately reported to the SANBAG Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all results will be kept.
- 9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

- d. Deliverables to the Resident Engineer shall follow the format specified below:
- Horizontal Control
 - Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
 - Vertical Control
 - Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - Topography
 - Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by the jurisdictional cities for each project.

Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

1. Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by the jurisdictional cities for each project.
 2. Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided on magnetic tape or disks and shall be in a format compatible with the systems utilized by the jurisdictional cities of each project.
- e. Data Collector Data
If specifies in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements
- f. Other

As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials,

supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the project will be required. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. CONSULTANT's personnel will be provided with radios, mobile phones, or other means to assure full-time communication. CONSULTANT vehicles will have flashing lights, visible from the rear, with a driver control switch. Vans without side windows will not be used. SANBAG furnished magnetic logos will be affixed to each side of the vehicle at all times the vehicle is being used for the work under this contract.

Each vehicle is to be fully contained with all necessary equipment and supplies necessary to perform the field sampling and tests required.

- c. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual or the Greenbook, as applicable.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
 - a. Survey vehicles:

Survey vehicles will be suitable to perform the required work in varying terrain and

conditions encountered on the project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

b. Data Processing Systems:

Data processing systems shall include hardware and software to:

- Performing survey and staking calculations from the design plans and specifications;
- Reduce survey data collected with conventional and total station survey systems;
- Perform network adjustments for horizontal and vertical control surveys;
- Format survey data to be compatible with the Caltrans computer survey and data system.

c. Drafting equipment and supplies.

d. Digital calculators.

e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

h. Leveling instruments and equipment:

- Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
- Suitable level rods for the work to be performed.

i. Distance measuring instruments and equipment:

- Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
- Prisms, sufficient to perform the required work.
- Tapes; steel, cloth.

j. Angle measuring instruments and equipment:

- Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
- Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SANBAG

- 1. SANBAG will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
- 2. SANBAG will provide copies of all previously secured permits and Project authorizations.
- 3. Consultant will provide office space, telephones, desks, chairs, computers, and appropriate office equipment.
- 4. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".
- 5. Magnetic SANBAG logos to be affixed to CONSULTANT vehicles.

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, current annuals, and Greenbook standards including:

- 1. Construction Manual and its revisions
- 2. Bridge Construction Records and Procedures Manual
- 3. Quality Assurance Program Manual
- 4. Manual of Traffic Controls for Construction and Maintenance Work Zones
- 5. Caltrans Standard Specifications and Standard Plans.
- 6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
- 7. Manual of Test (3 volumes)
- 8. Survey Manual
- 9. District 8 Standard Staking Procedures Manual

10. Standard Specifications and Standard Plans for Public Works Construction.

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SANBAG will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SANBAG Construction Manager.

H. Availability and Work Hours

The typical workday includes all hours worked by SANBAG's construction Contractor. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Construction Manager. When possible, the Resident Engineer will provide 8 hours advance notice if consultant services are not required.

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when directed in writing by SANBAG.

Once the notice to proceed has been issued, CONSULTANT will immediately begin all material testing. Once services begin, the CONSULTANT will proceed diligently until all required services have been satisfactorily completed.

Once the "Notice to Proceed" is issued, CONSULTANT will immediately begin all Services. Once Services begin, CONSULTANT will proceed diligently until all required Services have been satisfactorily completed.

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific projects that are a portion of the Measure I Valley Major Projects Program within San Bernardino County. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to these Projects. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. All oral and written communication with outside agencies or consultants related to the project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

J. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange

vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.

3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways and railroads.
4. All safety equipment will be provided by CONSULTANT.

K. BASIS FOR SURVEY AND MONUMENT STAKING

SANBAG will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SANBAG will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

L. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the project shall have the following minimum qualifications:

1. Project Manager

Minimum qualifications shall be as follows:

- a. Six (6) years project management experience on similar construction projects.
- b. Accessible to SANBAG at all times during normal working hours.
- c. A thorough understanding of Caltrans construction practices and procedures.

The Project Manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT personnel.
- b. Assign personnel to projects on an as-needed basis.
- c. Administer personal leave.
- d. Prepare monthly reports for delivery to SANBAG.

2. Senior Resident Engineer

Minimum qualifications shall be as follows:

- a. Eight (8) years resident engineer experience on similar construction projects.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Thorough understanding of Greenbook and Caltrans field methods, practices, and construction office procedures.

The Senior Resident Engineer will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate utility relocations with appropriate agencies and the utility inspector.
- f. Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Resident Engineer

Minimum qualifications shall be as follows:

- a. Four (4) years resident engineer experience on similar construction projects.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Thorough understanding of Greenbook and Caltrans field methods, practices, and construction office procedures.

The Resident Engineer shall act under the direction of the Senior Resident Engineer and will

assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate utility relocations with appropriate agencies.
- f. Act as prime field contact between SANBAG's Construction Manager and the various project Contractors.

3. Lead Field Inspector

Minimum qualifications shall be as follows:

- a. Six years (6) construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience.
- b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Ability to direct the efforts of subordinate inspectors.
- e. Understanding of Greenbook and Caltrans field and construction office procedures.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Lead Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
- b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Maintain accurate and timely project records. Perform quantity calculations for

progress pay estimates.

- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

4. Field Inspector

Minimum qualifications shall be as follows:

- a. Two years construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering.
- b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- d. Understanding of Greenbook and Caltrans construction methods and practices.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
- b. Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Perform quantity calculations for progress pay estimates and maintain Project records.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Perform labor compliance interviews of the Contractors' personnel.

5. Structural Representative or Lead Structural Inspector

Minimum qualifications shall be as follows:

- a. Six (6) years of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Knowledge of stress analysis, structural mechanics, and strength of materials.
- d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, falsework, and shoring. Additional construction experience in the following areas is also needed: bridge retrofit, deep excavations, hard driving conditions, and deep foundations.
- f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- g. Ability to direct the efforts of subordinate inspectors.
- h. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- i. Thorough understanding of Greenbook and Caltrans field methods, practices, and construction office procedures.

The Structural Representative shall assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
- b. Make grade, alignment, quantity, falsework, and shoring calculations.
- c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- d. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
- e. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

- f. Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
- g. Direct subordinate inspectors.

6. Structural Inspector

Minimum qualifications shall be as follows:

- a. A minimum of two (2) years of bridge design or structural construction inspection as related to Caltrans or major public works projects or a four-year degree in civil or structural engineering.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, falsework, and shoring.
- e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Structural Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
- b. Make grade, alignment, quantity, falsework, and shoring calculations.
- c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- d. Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

7. Office Engineer

Minimum Qualifications shall be as follows:

- a. Two years (2) office engineering on similar construction projects.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.

- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

- a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
- b. Prepare and process contract change orders.
- c. Monitor construction budget and schedule.
- d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
- e. Perform routine calculations and checking of quantities.
- f. Coordinate all office activities and functions with SANBAG representatives.

CONSULTANT's personnel will be capable of performing the types of material testing services described above in "Description of Required Services" with minimal instructions.

8. Materials Testing Project Manager

- a. Four years project management experience on a similar highway/bridge construction project.
- b. Licensed civil engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.

The project manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT's laboratory and field personnel.
- b. Assign personnel to projects on an as-needed basis in coordination with SANBAG's Resident Engineer.
- c. Administer personal leave, subject to approval of SANBAG's Resident Engineer.
- d. Prepare monthly reports for delivery to the SANBAG project manager.
- e. Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

Material testing personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SANBAG Construction Manager.

9. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel will have a minimum of two years experience in conducting material sampling and testing of the type required for the projects involved and will possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the project.

Specific qualifications for technicians are as follows:

CONSTRUCTION TECHNICIAN I

Performs a variety of semi-skilled activities.

Examples of duties assigned to this classification are:

- Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
- Sampling and transporting produced construction materials from point of application or production to testing laboratory.

Knowledge and Skills Required

- Knowledge of tools, equipment and vehicles utilized in construction.
- Knowledge of standard equipment and materials used for the sampling and testing of construction material.
- Knowledge of basic mathematics used in the computation of a variety of construction items.
- Knowledge of record keeping, preparing of documents and reports.

TECHNICIAN II

Performs a variety of skilled activities

Examples of duties assigned to this classification are:

- Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
- Collect and analyze soil samples of construction materials to determine compaction and moisture content.
- Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
- Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
- Answers questions and resolves problems.
- Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- Keeps daily diary of work progress.
- Prepares reports on all field inspections and submits project quantities on a daily basis.
- Keeps accurate documentation for force accounts and possible claims.

Knowledge and Skill Required:

- All knowledge and skills required of lower classification.
- Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
- Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SANBAG staff.

TECHNICIAN III

Exercise considerable independent judgment within general Greenbook and Caltrans standards and guidelines.

Examples of duties assigned to this classification are:

- Inspect project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
- Perform a variety of structural material tests and inspections.
- Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
- Participates in the preparation of completed work estimates, to calculate compensation due contractor.
- Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
- Supervises all work activities involved in construction projects, laboratory, and quality control work.
- Recommends approval of proposed project changes.

Knowledge and Skills Required:

- All knowledge and skills required of lower classifications.

- Knowledge of the principles and practices of Civil Engineering as applied to the construction.
- Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

10. Construction Surveying Project Manager

Minimum qualifications for the position of Project Manager shall be as follows:

- Four (4) years project management experience on similar construction projects.
- Licensed Surveyor or pre-January 1, 1982, Registered Professional Engineer in the State of California.
- Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.

The project manager will be responsible for:

- Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
- Assign personnel to projects on an as-needed basis.
- Administer personal leave, subject to approval of the Resident Engineer.
- Prepare monthly reports for delivery to the SANBAG project manager.

11. Field Party Chiefs

- Minimum qualifications for the position of Party Chief shall meet at least one of the following licensing requirements:

1. A licensed Land Surveyor in the State of California.
 2. A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California
 3. An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982, Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- Two (2) years survey experience on similar construction projects.
 - Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - Ability to make effective decisions concerning field problems and work in progress.
 - Familiarity with typical coordinate geometry computer programs.

- Familiarity with safety requirements for surveying near traffic.

Under the direction of the Resident Engineer, the Party Chiefs will assume the following responsibilities:

- Perform construction staking services for project construction.
- Administer day to day activities for the survey party.
- Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
- Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

12. Survey Crews

Minimum qualifications for survey crew members shall be as follows:

- One (1) year survey experience on similar construction projects.
- Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- Ability to assist Party Chiefs and office personnel in all required surveying work.
- One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

- Perform basic calculations to support construction staking.
- Maintain continuous communication with Party Chiefs and office personnel.

Ramona Ave./UPRR Grade Separation Project

CALTROP	Hours	7874
	Labor Cost	\$1,188,773.79
	ODC Cost	\$59,055.00
TY Lin	Hours	2200
	Labor Cost	\$435,951.02
	ODC Cost	\$16,500.00
Hernandez Kroone and Associates	Hours	924
	Labor Cost	\$141,549.15
	ODC Cost	\$6,930.00
STV Incorporated	Hours	154
	Labor Cost	\$24,846.23
	ODC Cost	\$1,155.00
Leighton Consulting Inc.	Hours	1254
	Labor Cost	\$95,248.50
	ODC Cost	\$44,405.00
	Total Hours	12406
	Total Cost	\$2,014,413.69

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2007

CALTROP Corporation						Overhead	116.00%
						Fringe	29.00%
						Fee	10%
						Escalation	0%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Project Manager	130		\$66.90		\$180.30	\$23,438.42	
		0		\$0.00	\$0.00	\$0.00	
Senior Resident Engineer	900		\$60.00		\$161.70	\$145,530.00	
		90		\$90.00	\$242.55	\$21,829.50	
Office Engineer	400		\$42.00		\$113.19	\$45,276.00	
		40		\$63.00	\$169.79	\$6,791.40	
Field Inspector	300		\$45.00		\$121.28	\$36,382.50	
		30		\$67.50	\$181.91	\$5,457.38	
Structures Inspector	200		\$45.00		\$121.28	\$24,255.00	
		20		\$67.50	\$181.91	\$3,638.25	
Landscape Inspector	0		\$44.00		\$118.58	\$0.00	
		0		\$66.00	\$177.87	\$0.00	
Electrical Inspector	40		\$45.00		\$121.28	\$4,851.00	
		4		\$67.50	\$181.91	\$727.65	
Claims Engineer	20		\$43.27		\$116.61	\$2,332.25	
		0		\$64.91	\$174.92	\$0.00	
Scheduler	60		\$52.88		\$142.51	\$8,550.70	
		0		\$79.32	\$213.77	\$0.00	
Public Outreach Liason	300		\$52.88		\$142.51	\$42,753.48	
		0		\$79.32	\$213.77	\$0.00	
	2350	184				\$371,813.52	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	2,534	\$19,005.00	
						\$19,005.00	
Total						\$390,818.52	

TY Lin						Overhead	119.02%
						Fringe	30.98%
						Fee	10%
						Escalation	0%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Structure Representative	600		\$66.90		\$183.98	\$110,385.00	
		60		\$100.35	\$275.96	\$16,557.75	
	600	60				\$126,942.75	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	660	\$4,950.00	
						\$4,950.00	
Total						\$131,892.75	

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2007

Hernandez Kroone & Associates, INC.						Overhead	132.68%
						Fringe	27.32%
						Fee	10%
						Escalation	0%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Party Chief	80		\$61.16		\$174.92	\$13,993.41	
		8		\$91.74	\$262.38	\$2,099.01	
Instrument Person	80		\$44.28		\$126.64	\$10,131.26	
		8		\$66.42	\$189.96	\$1,519.69	
Chain Person	80		\$43.75		\$125.13	\$10,010.00	
		8		\$65.63	\$187.69	\$1,501.50	
	240	24				\$39,254.87	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	264	\$1,980.00	
						\$1,980.00	

STV Incorporated						Overhead	95.05%
						Fringe	34.34%
						Fee	10%
						Escalation	0%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Rail Coordinator (Const Engr)	40		\$61.16		\$154.32	\$6,172.98	
		4		\$91.74	\$231.49	\$925.95	
	40	4				\$7,098.92	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	44	\$330.00	
						\$330.00	

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2007

Leighton Consulting Inc.				Overhead	138.00%
				Fringe	32.00%
				Fee	10%
				Escalation	0%
Field Materials Technician	100		\$32.43	\$96.32	\$9,631.71
		10		\$48.65	\$144.48
Field Soils Technician	100		\$32.43	\$96.32	\$9,631.71
		10		\$48.65	\$144.48
Sample Pick-Up Driver	20		\$12.50	\$37.13	\$742.50
		2		\$18.75	\$55.69
Special Inspector	10		\$34.21	\$101.60	\$1,016.04
		1		\$51.32	\$152.41
Non-Destructive Testing	40		\$36.21	\$107.54	\$4,301.75
		4		\$54.32	\$161.32
	270	27			\$645.26
					\$23,006.81
Other Direct Costs				Rate/hr	Hours
					Total
Vehicle				\$7.50	297
Lab Fees (Actual)					\$2,227.50
					\$10,000.00
					\$12,227.50
				Total	\$35,234.31

Total Labor: \$568,116.87

Total ODC: \$38,492.50

Total: \$606,609.37

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2008

CALTROP Corporation						Overhead	116.00%
						Fringe	29.00%
						Fee	10%
						Escalation	3%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Project Manager	200		\$66.90		\$185.70	\$37,140.87	
		0		\$0.00	\$0.00	\$0.00	
Senior Resident Engineer	1200		\$60.00		\$166.55	\$199,861.20	
		120		\$90.00	\$249.83	\$29,979.18	
Office Engineer	600		\$42.00		\$116.59	\$69,951.42	
		60		\$63.00	\$174.88	\$10,492.71	
Field Inspector	300		\$45.00		\$124.91	\$37,473.98	
		30		\$67.50	\$187.37	\$5,621.10	
Structures Inspector	300		\$45.00		\$124.91	\$37,473.98	
		30		\$67.50	\$187.37	\$5,621.10	
Landscape Inspector	0		\$44.00		\$122.14	\$0.00	
		0		\$66.00	\$183.21	\$0.00	
Electrical Inspector	100		\$45.00		\$124.91	\$12,491.33	
		10		\$67.50	\$187.37	\$1,873.70	
Claims Engineer	40		\$43.27		\$120.11	\$4,804.44	
		0		\$64.91	\$180.17	\$0.00	
Scheduler	60		\$52.88		\$146.79	\$8,807.22	
		0		\$79.32	\$220.18	\$0.00	
Public Outreach Liason	150		\$52.88		\$146.79	\$22,018.04	
		0		\$79.32	\$220.18	\$0.00	
	2950	250				\$483,610.25	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	3,200	\$24,000.00	
						\$24,000.00	
						Total	\$507,610.25

TY Lin						Overhead	119.02%
						Fringe	30.98%
						Fee	10%
						Escalation	3%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Structure Representative	800		\$66.90		\$189.49	\$151,595.40	
		80		\$100.35	\$284.24	\$22,739.31	
	800	80				\$174,334.71	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	880	\$6,600.00	
						\$6,600.00	
						Total	\$180,934.71

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2008

Hernandez Kroone & Associates, INC.						Overhead	132.68%
						Fringe	27.32%
						Fee	10%
						Escalation	3%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Party Chief	120		\$61.16		\$180.17	\$21,619.82	
		12		\$91.74	\$270.25	\$3,242.97	
Instrument Person	120		\$44.28		\$130.44	\$15,652.80	
		12		\$66.42	\$195.66	\$2,347.92	
Chain Person	120		\$43.75		\$128.88	\$15,465.45	
		12		\$65.63	\$193.32	\$2,319.82	
	360	36				\$60,648.78	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	396	\$2,970.00	
						\$2,970.00	
						Total	\$63,618.78

STV Incorporated						Overhead	95.05%
						Fringe	34.34%
						Fee	10%
						Escalation	0%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Rail Coordinator (Const Engr)	80		\$61.16		\$154.32	\$12,345.95	
		8		\$91.74	\$231.49	\$1,851.89	
	80	8				\$14,197.85	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	88	\$660.00	
						\$660.00	
						Total	\$14,857.85

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2008

Leighton Consulting Inc.				Overhead	138.00%
				Fringe	32.00%
				Fee	10%
				Escalation	3%
Field Materials Technician	200		\$32.43	\$99.21	\$19,841.32
		20		\$48.65	\$2,976.20
Field Soils Technician	200		\$32.43	\$99.21	\$19,841.32
		20		\$48.65	\$2,976.20
Sample Pick-Up Driver	50		\$12.50	\$38.24	\$1,911.94
		5		\$18.75	\$286.79
Special Inspector	50		\$34.21	\$104.65	\$5,232.59
		5		\$51.32	\$784.89
Non-Destructive Testing	100		\$36.21	\$110.77	\$11,077.00
		10		\$54.32	\$1,661.55
	600	60			\$47,833.77
Other Direct Costs				Rate/hr	Hours
Vehicle					Total
Lab Fees (Actual)				\$7.50	660
					\$4,950.00
					\$15,000.00
					\$19,950.00
				Total	\$67,783.77

Total Labor: \$780,625.36

Total ODC: \$54,180.00

Total: \$834,805.36

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2009

CALTROP Corporation						Overhead	116.00%
						Fringe	29.00%
						Fee	10%
						Escalation	3%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Project Manager	125		\$66.90		\$191.28	\$23,909.44	
		0		\$0.00	\$0.00	\$0.00	
Senior Resident Engineer	800		\$60.00		\$171.55	\$137,238.02	
		80		\$90.00	\$257.32	\$20,585.70	
Office Engineer	300		\$42.00		\$120.08	\$36,024.98	
		30		\$63.00	\$180.12	\$5,403.75	
Field Inspector	200		\$45.00		\$128.66	\$25,732.13	
		20		\$67.50	\$192.99	\$3,859.82	
Structures Inspector	200		\$45.00		\$128.66	\$25,732.13	
		20		\$67.50	\$192.99	\$3,859.82	
Landscape Inspector	100		\$44.00		\$125.80	\$12,580.15	
		10		\$66.00	\$188.70	\$1,887.02	
Electrical Inspector	50		\$45.00		\$128.66	\$6,433.03	
		5		\$67.50	\$192.99	\$964.95	
Claims Engineer	40		\$43.27		\$123.71	\$4,948.57	
		0		\$64.91	\$185.57	\$0.00	
Scheduler	60		\$52.88		\$151.19	\$9,071.43	
		0		\$79.32	\$226.79	\$0.00	
Public Outreach Liason	100		\$52.88		\$151.19	\$15,119.06	
		0		\$79.32	\$226.79	\$0.00	
	1975	165				\$333,350.02	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	2,140	\$16,050.00	
						\$16,050.00	
Total						\$349,400.02	

TY Lin						Overhead	119.02%
						Fringe	30.98%
						Fee	10%
						Escalation	3%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Structure Representative	600		\$66.90		\$195.18	\$117,107.45	
		60		\$100.35	\$292.77	\$17,566.12	
	600	60				\$134,673.56	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	660	\$4,950.00	
						\$4,950.00	
Total						\$139,623.56	

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2009

Hernandez Kroone & Associates, INC.						
					Overhead	132.68%
					Fringe	27.32%
					Fee	10%
					Escalation	3%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost
Party Chief	80		\$61.16		\$185.57	\$14,845.61
		8		\$91.74	\$278.36	\$2,226.84
Instrument Person	80		\$44.28		\$134.35	\$10,748.26
		8		\$66.42	\$201.53	\$1,612.24
Chain Person	80		\$43.75		\$132.75	\$10,619.61
		8		\$65.63	\$199.12	\$1,592.94
	240	24				\$41,645.49
Other Direct Costs				Rate/hr	Hours	Total
Vehicle				\$7.50	264	\$1,980.00
						\$1,980.00
Total						\$43,625.49

STV Incorporated						
					Overhead	95.05%
					Fringe	34.34%
					Fee	10%
					Escalation	0%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost
Rail Coordinator (Const Engr)	20		\$61.16		\$154.32	\$3,086.49
		2		\$91.74	\$231.49	\$462.97
	20	2				\$3,549.46
Other Direct Costs				Rate/hr	Hours	Total
Vehicle				\$7.50	22	\$165.00
						\$165.00
Total						\$3,714.46

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2009

Leighton Consulting Inc.				Overhead	138.00%	
				Fringe	32.00%	
				Fee	10%	
				Escalation	3%	
Field Materials Technician	100	\$32.43		\$102.18	\$10,218.28	
			10	\$48.65	\$1,532.74	
Field Soils Technician	100	\$32.43		\$102.18	\$10,218.28	
			10	\$48.65	\$1,532.74	
Sample Pick-Up Driver	20	\$12.50		\$39.39	\$787.72	
			2	\$18.75	\$118.16	
Special Inspector	10	\$34.21		\$107.79	\$1,077.91	
			1	\$51.32	\$161.69	
Non-Destructive Testing	40	\$36.21		\$114.09	\$4,563.72	
			4	\$54.32	\$684.56	
	270		27		\$24,407.92	
Other Direct Costs				Rate/hr	Hours	Total
Vehicle				\$7.50	297	\$2,227.50
Lab Fees (Actual)						\$10,000.00
						\$12,227.50
					Total	\$36,635.42

Total Labor: \$537,626.46

Total ODC: \$35,372.50

Total: \$572,998.96

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: February 15, 2007

Subject: Design Cooperative Agreement No. C07191 with Caltrans for State Route (SR) 210 Segment 11 – SR 210/I-215 High Speed Connectors

Recommendation:* Approve Design Cooperative Agreement No. C07191 with Caltrans for the State Route 210 Segment 11 – SR 210/I-215 High Speed Connectors

Background: **This is a new cooperative agreement.** Under state law, SANBAG and Caltrans are required to enter into cooperative agreements for all phases of project development and construction of the Measure I Valley Major Projects Program. This item concerns the cooperative agreement for the design of the SR 210/Interstate 215 high speed connectors. The agreement basically governs the allocation of responsibilities between SANBAG and Caltrans, and stipulates the manner of oversight. It imposes no direct financial obligations on SANBAG, other than the costs of design to which SANBAG has already committed. These are typical design agreements, virtually identical to those previously executed on all other segments of Route 30, Route 71, and I-10.

Financial Impact: A design cooperative agreement generally serves to assign design responsibilities to the respective parties of the agreement and has limited financial impact to the SANBAG 2006/07 Budget. TN 83807000.

Reviewed By: This item will be reviewed by the Major Projects Committee on February 15, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

Approved
Major Projects Committee

Date: February 15, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

SANBAG Contract No. C07191

by and between

the San Bernardino County Transportation Authority

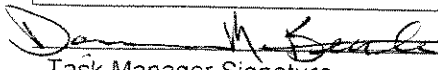

and the

State of California, Dept of Transportation (Caltrans)

for

SR-210 Segment 11 Design Cooperative Agreement

FOR ACCOUNTING PURPOSES ONLY			
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>8-1300</u>	Retention: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
Notes:			
Original Contract: \$ <u>0</u> Contingency Amount: \$ _____	Previous Amendments Total: \$ _____ Previous Amendments Contingency Total: \$ _____ Current Amendment: \$ _____ Current Amendment Contingency: \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →			\$ <u>0</u>
Please include funding allocation for the original contract or the amendment →			
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Amounts</u>
1 _____	_____	1 _____	\$ _____
2 _____	_____	2 _____	\$ _____
3 _____	_____	3 _____	\$ _____
4 _____	_____	4 _____	\$ _____
Original Board Approved Contract Date: <u>03/07/07</u> Contract Start: <u>03/07/07</u> Contract End: <u>12/31/12</u>			
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____			
If this is a multi-year contract/amendment, please allocate costs among fiscal years:			
Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
Please mark an "X" next to all that apply:			
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local			
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____%			
Task Manager: Darren Kettle		Contract Manager: Abunnasr Husain	

 2-7-07
 Task Manager Signature Date
 2/8/07
 Chief Financial Officer Signature Date

Contract Manager Signature Date

DRAFT

08-SBd-215-KP 14.4/18.6 and
SR-210-KP R34.8/R35.4
Segment 11
Construct State Highway Facilities
EA 444071 and 444081
District Agreement No. 8-1300

**DESIGN
COOPERATIVE AGREEMENT**

This AGREEMENT, entered into effective on _____, 2007, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public
corporation of the State of California, referred to
herein as "AUTHORITY."

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the County of San Bernardino.
2. AUTHORITY desires to construct State Route 210 (SR-210)/Interstate 215 (I-215) State Highway facilities, west of Macy Street to "H" Street on SR-210 and south of Muscupiabe Drive to University Parkway on I-215, referred to herein as "PROJECT," and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, except for those costs mentioned in Recital 3 below, STATE's quality assurance costs for design, and STATE's costs incurred as California Environmental Quality Act (CEQA) Lead Agency in the review of the PROJECT environmental documentation prepared entirely by AUTHORITY.
3. STATE will perform utility relocation, acquire right of way, and provide all Right of Way services for PROJECT at STATE's expense.
4. STATE funds will not be used to finance any of the PROJECT capital and support costs except as set forth in Recital 2 and 3 above.
5. This Agreement supersedes any prior Memorandum of Understanding relating to PROJECT.

6. PROJECT landscape maintenance and construction will be the subject of separate future Agreements.
7. This Agreement will define the roles and responsibilities of the CEQA Lead Agency and CEQA Responsible Agency regarding environmental document studies, and reports necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with the National Environmental Policy Act (NEPA), if applicable.
8. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed, and financed.

SECTION I

AUTHORITY AGREES:

1. To fund one hundred percent (100%) of all PROJECT development costs, including, but not limited to, preliminary engineering, design, and costs incurred for the preparation of contract documents, advertising for bids, and for awarding the construction contract. Said PROJECT development costs do not include STATE's cost for quality assurance, review as the CEQA Lead Agency for the PROJECT's environmental documentation, and Right of Way activities.
2. To perform or have performed on AUTHORITY's behalf, all of the environmental documentation, including all environmental and technical studies for PROJECT and detailed Plans, Specifications, and Estimates (PS&E) in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow, at no cost to STATE, and to submit each to STATE for STATE's review, comment, and concurrence at appropriate stages of development. The final PS&E for PROJECT shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California.
3. To permit STATE to monitor, participate, and oversee the selection of personnel who will conduct environmental and technical studies and prepare the PROJECT environmental documentation, prepare the PS&E, and provide the right of way engineering services. AUTHORITY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with the scope of work, and/or other pertinent criteria.
4. Personnel who prepare the PS&E and environmental documentation, including the environmental studies/reports, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during construction and/or to make design revisions for contract change orders.

5. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto the State Highway right of way to perform surveying and other investigative activities required for preparation of the environmental documentation, and/or PS&E.
6. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
7. To identify and locate all high and low risk underground facilities within the area of PROJECT and to protect or otherwise provide for such facilities, all in accordance with STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way." AUTHORITY hereby acknowledges receipt of STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way."
8. To be responsible, at AUTHORITY's expense, for the investigation of potential hazardous material sites within and outside of the existing State Highway right of way that could impact PROJECT as part of performing any preliminary engineering work. If AUTHORITY discovers hazardous material or contamination within the PROJECT study area during said investigation, AUTHORITY shall immediately notify STATE.
9. If AUTHORITY desires to have STATE advertise, award, and administer the construction contract for PROJECT, AUTHORITY shall provide STATE with acceptable plans prepared by AUTHORITY or AUTHORITY's consultant on either 80 min/700mb CDs or DVDs 4.7 GB or 8.5 GB double capacity DVDs using Micro Station Version 08.05.02.47 .dgn files, CaiCE Visual Transportation Version 10. SP5 (CaiCE VT). One copy of the data on CD/DVD, including the Engineers electronic signature and seal, shall be provided to STATE upon completion of the final PROJECT PS&E. STATE reserves the right to modify these CD/DVD requirements and STATE shall provide AUTHORITY advance notice of any such modifications. Files may be submitted on up to five (5) CDs or, if larger, on DVDs. All submittal files shall be compressed and shall be successfully run through AXIOM FILEFIXER software or EDG. Reimbursement to STATE for costs incurred by STATE to advertise, award, and administer the construction contract for PROJECT will be covered in the separate Cooperative Agreement referred to in Article 21 of Section III of this Agreement.
10. All aerial photography and photogrammetric mapping shall conform to STATE's latest standards.
11. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.

12. All original recorded land title documents created by PROJECT shall be delivered to STATE and become property of STATE.
13. To submit to STATE a list of Caltrans horizontal and vertical control monuments which will be used to control surveying activities for PROJECT.
14. All PROJECT work, with the exception of STATE's right of way activities and STATE's approval of the CEQA environmental documentation, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any other portion of PROJECT work, with the exception of STATE's approval of the CEQA environmental documentation and STATE's right of way activities, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.

SECTION II

STATE AGREES:

1. At no cost to AUTHORITY, to complete STATE's review and approval, if appropriate, as CEQA Lead Agency of the environmental documentation prepared and submitted by AUTHORITY and to provide quality assurance of all AUTHORITY work necessary for completion of the PS&E for PROJECT done by AUTHORITY, including, but not limited to, investigation of potential hazardous material sites undertaken by AUTHORITY or its designee, and provide prompt reviews and concurrence, as appropriate, of submittals by AUTHORITY, while cooperating in timely processing of documents necessary for completion of the environmental documentation and PS&E for PROJECT.
2. Upon proper application by AUTHORITY, to issue, at no cost to AUTHORITY, an encroachment permit to AUTHORITY authorizing entry onto the State Highway right of way to perform survey and other investigative activities required for preparation of the environmental documentation, and/or PS&E. If AUTHORITY uses consultants rather than its own staff to perform required work, those consultants will also be required to obtain separate encroachment permits that will be issued at no cost upon proper application by the consultants.
3. If any existing public and/or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, STATE shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the limits of work included in the improvement to the State Highway and in accordance with applicable local jurisdiction's policy for those facilities which are or will be located outside of the limits of the State Highway. The total PROJECT costs of such protection, relocation, or removal within the present or future State Highway right of way shall be determined in accordance with STATE's policies and procedures.

4. To acquire and furnish all right of way, if any, outside of the existing State Highway right of way and to perform all right of way activities including, but not limited to, preparing right of way engineering hard copies, right of way appraisal maps, records of survey and right of way record maps, and all eminent domain activities, if necessary, at no cost to AUTHORITY.
5. To certify legal and physical control of right of way ready for construction and that all right of way parcels were acquired in accordance with applicable State and Federal laws and regulations.
6. To acquire legal title to the right of way, including access rights, if any, free and clear of all encumbrances detrimental to STATE's present and future uses.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
2. The parties to this Agreement understand and agree that STATE's quality assurance is defined as providing STATE policy and procedural guidance through the PROJECT preliminary engineering and PS&E phases that is administered by AUTHORITY. This includes prompt reviews by STATE to assure that all work and products delivered by AUTHORITY conform with STATE standards. Quality assurance does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT nor does it involve any validation by the verification and rechecking of any work performed by AUTHORITY and/or its consultants.
3. The parties hereto will carry out PROJECT in accordance with the Scope of Work, attached and made a part of this Agreement, which outlines the specific responsibilities of the parties hereto. The attached Scope of Work may be modified in writing by a formal amendment to this Agreement in the future to reflect changes in the responsibilities of the respective parties. Such modifications shall be concurred with AUTHORITY and STATE by executing an amendment to this Agreement.
4. The Supplement Project Report (SPR) for PROJECT, approved on February 11, 1998, is by this reference, made an express part of this Agreement.
5. The basic design features (as defined in Attachment 3 of the Scope of Work for PROJECT) shall comply with those addressed in the approved SPR, unless modified as required for completion of the ED and/or Federal Highway Administration (FHWA) approval of PROJECT.

6. The design, right of way acquisition, and preparation of environmental documentation and related technical reports/studies for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memorandums and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding effect of proposed and/or required changes on PROJECT.
7. STATE will be the CEQA Lead Agency and AUTHORITY will be a CEQA Responsible Agency. The FHWA will be the Federal Lead Agency for NEPA with STATE providing oversight for the NEPA process. AUTHORITY shall assess PROJECT impacts on the environment and AUTHORITY will prepare the appropriate level of environmental documentation and necessary associated supporting technical studies/reports in order to meet the requirements of CEQA and NEPA. AUTHORITY shall submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and approval and STATE will request FHWA's review and approval. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE's and FHWA's review, comment, and approval prior to public availability.

If, during preparation of preliminary engineering, preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and/or NEPA, this Agreement will be amended to include completion of those additional tasks by AUTHORITY.

8. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits and/or agreements from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits and/or agreements, those said costs shall be paid for by AUTHORITY, as a PROJECT cost.
9. AUTHORITY shall be fully responsible, for complying with and implementing any and all environmental commitments set forth in the environmental document(s), permit(s), agreement(s), and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
10. If there is a legal challenge to the environmental determination, including supporting technical studies and/or report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.

11. STATE, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing, and circulating all public notices related to the CEQA environmental process, including, but not limited to, notice(s) of availability of the environmental document, studies, and/or determinations and notices of public hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures.
12. STATE, as a PROJECT cost, shall be responsible for planning, scheduling, and holding all public meetings/hearings related to the CEQA environmental process, including, but not limited to, public meetings/hearings on the environmental document. If PROJECT is also subject to NEPA compliance, STATE shall coordinate the planning, scheduling, and holding of the public meetings/hearings on the environmental document with FHWA. STATE shall provide AUTHORITY the opportunity to provide comments on any meeting exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE, and if applicable, FHWA, maintain(s) final editorial control of exhibits, handouts or other material to be used at the public meetings/hearings.
13. In the event, AUTHORITY would like to hold separate and/or additional public meetings regarding the PROJECT, AUTHORITY must clarify in any meeting notices, exhibits, handouts or other material that STATE is the CEQA Lead Agency and AUTHORITY is the CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings are not part of the CEQA public review process. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE will maintain final editorial control of exhibits, handouts or other materials to be used at the public meeting/hearing solely with respect to text or graphics that could lead to public confusion over CEQA related roles and responsibilities.
14. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
15. AUTHORITY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and AUTHORITY in a subsequent amendment to this Agreement.
16. Any hazardous material or contamination of an HM-1 category found within the existing State Highway right of way during investigative studies requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1

category found within the local road right of way during investigative studies requiring the same defined remedy or remedial action shall be the responsibility of AUTHORITY. For the purpose of this Agreement, hazardous material or contamination of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT or not. If AUTHORITY decides to not proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State Highway right of way and AUTHORITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. If AUTHORITY and STATE decide to proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State Highway right of way, except that if STATE determines, in its sole judgment that STATE's cost for remedy or remedial action is increased as a result of AUTHORITY's decision to proceed with PROJECT, that additional cost identified by STATE shall be deemed a part of the costs of PROJECT. AUTHORITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, AUTHORITY will have the option to either delay PROJECT until STATE is able to provide funding or AUTHORITY may proceed with the remedy or remedial action at AUTHORITY's expense without any subsequent reimbursement by STATE.

17. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within the existing State Highway right of way during investigative studies shall be the responsibility of AUTHORITY, at AUTHORITY's expense, if AUTHORITY decides to proceed with PROJECT. For the purposes of this Agreement, hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT not proceed. AUTHORITY shall sign any HM-2 storage manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. If AUTHORITY decides to not proceed with PROJECT, there will be no obligation to either AUTHORITY or STATE other than AUTHORITY's duty to cover and protect HM-2 material left in place.
18. If hazardous material or contamination of either HM-1 or HM-2 category is found on new right of way to be acquired by STATE for PROJECT, AUTHORITY shall be responsible, at AUTHORITY's expense, for all required remedy or remedial action and/or protection. The generator of the hazardous material or, if none can be identified or found, the present property owner, whether a private entity or a local public agency, or STATE, as a last resort, shall sign the manifest.
19. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or

protection shall include, but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.

20. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by AUTHORITY on the State Highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
21. A separate Cooperative Agreement will be required to address Landscape Maintenance, and to cover responsibilities and funding for the construction phase of PROJECT.
22. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of State Highways and public facilities different from the standard of care imposed by law.
23. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY and arising under this Agreement. It is understood and agreed that AUTHORITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
24. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
25. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
26. Except as otherwise provided in Article 25 above, this Agreement shall terminate upon satisfactory completion (all claims paid, if any) and acceptance of the PROJECT construction contract, or on December 31, 2012, whichever is earlier in time, except those provisions which relate to indemnification, environmental commitments, legal

challenges, ownership, operation and maintenance of PROJECT will not terminate unless expressly so provided in a formal amendment to this Agreement.

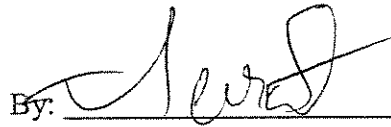
SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
MICHAEL A. PEROVICH
District Director

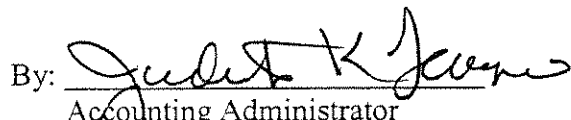
APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By:  _____
Accounting Administrator

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
DENNIS HANSBERGER
Board President

Attest: _____
VICKI WATSON
Board Secretary

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
JEAN-RENE BASLE
Counsel

SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for construction of State Highway facilities on SR-210 from 0.1 kilometers west of Macy Street to H Street and on I-215 from 0.1 km south of Muscupiabe Drive to University Parkway.

1. AUTHORITY and STATE concur that the proposal is a Category 1 as defined in STATE's Project Development Procedures Manual.
2. The existing Freeway Agreement need not be revised.
3. All phases of PROJECT, from inception through construction, whether done by AUTHORITY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
4. Detailed steps in the project development process are attached to this Scope of Work. These Attachments are intended as a guide to STATE's and AUTHORITY's staff. If there are any conflicts between the Scope of Work and the terms of the Agreement, the terms of the Agreement shall control.

ATTACHMENT 1 PLANNING PHASE ACTIVITIES			
		RESPONSIBILITY	
		STATE	AUTHORITY
PROJECT ACTIVITY			
1.	ENVIRONMENTAL ANALYSIS & DOCUMENT PREPARATION		
	Provide Quality Control		X
	Provide Quality Assurance	X	
	Establish Project Development Team (PDT)	X	X
	Approve PDT	X	
	Project Category Determination	X	
	Prepare Preliminary Environmental Assessment		X
	Identify Preliminary Alternatives and Costs		X
	Prepare and Submit to STATE Environmental Studies and Reports		X
	Review and Approve Environmental Studies and Reports	X	
	Prepare and Submit administrative Draft Environmental Document (DED) to STATE		X
	Review and approve DED in District	X	
	Submit DED to FHWA (as necessary)	X	
	Circulate, at PROJECT's expense, DED in Compliance with CEQA and NEPA requirements (including distribution to State Clearinghouse (SCH), agencies and others as applicable).		X
	Prepare for Public Meeting Event		X
	Conduct Public Meeting	X	
	Collect comments on circulated DED	X	
	Prepare and submit to STATE administrative Final Environmental Document (FED), including responses to comments received from circulation and preparation of Environmental Commitments Record as applicable, and updates to existing studies (or performance of new studies if required).		X
	Review and Approve FED	X	
	Submit FED (including signature approval of CEQA component) to FHWA for Approval of NEPA component.	X	
	Prepared all applicable Notice Requirements for FED Following CEQA and NEPA Approval	X	
2.	PROJECT GEOMETRICS DEVELOPMENT		
	Provide Quality Control		X
	Provide Quality Assurance	X	
	Prepare Existing Traffic Analysis		X
	Prepare Future Traffic Volumes for Alternatives		X
	Prepare Project Geometrics and Profiles		X
	Prepare Layouts and Estimates for Alternatives		X

		RESPONSIBILITY	
		STATE	AUTHORITY
2.	PROJECT GEOMETRICS DEVELOPMENT CONT.		
	Prepare Operational Analysis for Alternatives		X
	Review and Approve Traffic Analysis (including projected future volumes for Alternatives), Project Geometrics and Operational Analysis	X	
	Prepare Modified Access Report (MAR)		X
	Review and Approve Modified Access Report (MAR) NOTE: Following STATE approval, FHWA approval required before MAR activity completed	X	

ATTACHMENT 2 DESIGN PHASE ACTIVITIES			
		RESPONSIBILITY	
		STATE	AUTHORITY
PROJECT ACTIVITY			
1.	PRELIMINARY COORDINATION		
	Provide Quality control		X
	Provide Quality Assurance	X	
	Request 1 - Phase EA	X	
	Field Review of Site	X	X
	Provide Geometrics		X
	Approve Geometrics	X	
	Prepare & Submit Geotechnical Design Report		X
	Review & Approve Geotechnical Design Report	X	
	Prepare & Submit Foundation Reports		X
	Review & Approve Foundation Reports	X	
	Prepare & Submit Traffic Management Plan		X
	Review & Approve Traffic Management Plan	X	
	Obtain Surveys & Aerial Mapping		X
	Obtain Copies of Assessor Maps and Other R/W Maps		X
	Obtain Copies of As-Builts		X
	Send Approved Geometrics to Local Agencies for Review (as necessary)	X	
	Revise Approved Geometrics if Required		X
	Approve Final Geometrics	X	
	Determine Need for Permits from Other Agencies	X	X
	Request Permits (NOTE: Type of permit will determine whether STATE or AUTHORITY makes request for specific permit(s).)	X	X
	Initial Hydraulics Discussion with District Staff		X
	Initial Electrical Design Discussion with District Staff		X
	Initial Traffic & Signing Discussion with District Staff		X
	Initial Landscape Design Discussion with District Staff		X
	Plan Sheet Format discussion	X	X
2.	ENGINEERING STUDIES AND REPORTS		
	Provide Quality Control		X
	Provide Quality Assurance	X	
	Prepare & Submit Materials Report & Typical Section		X
	Review and Approve Materials Report & Typical Section	X	
	Prepare & Submit Landscaping Design Recommendation		X
	Review & Approve Landscaping Design Recommendation	X	
	Prepare & Submit Hydraulic Design Studies		X
	Review & Approve Hydraulic Design Studies	X	

		RESPONSIBILITY	
		STATE	AUTHORITY
2.	ENGINEERING STUDIES AND REPORTS CONT.		
	Prepare & Submit Bridge General Plan & Structure Type Selection		X
	Review & Approve Bridge General Plan & Structure Type Selection	X	
3.	R/W ACQUISITION & UTILITIES		
	Provide Quality Control	X	X
	Provide Quality Assurance	X	X
	Request Utility Verification	X	X
	Request Preliminary Utility Relocation Plans from Utilities	X	
	Prepare R/W Requirements		X
	Prepare R/W and Utility Relocation Cost Estimates	X	
	Submit R/W Requirements & Utility Relocation Plans for Review		X
	Review and Comment on R/W Requirements	X	
	Request Final Utility Relocation Plans	X	
	Check Utility Relocation Plans	X	
	Submit Utility Relocation Plans for Approval		X
	Approve Utility Relocation Plans	X	X
	Submit Final R/W Requirements for Review & Approval		X
	Fence and Excess Land Review	X	
	R/W Layout Review	X	
	Approve R/W Requirements	X	
	Certificate of Sufficiency	X	
	Obtain Title Reports	X	
	Complete Appraisals	X	
	Prepare Acquisition Documents	X	
	Acquire R/W	X	
	Open escrows and Make Payments	X	
	Obtain Resolution of Necessity	X	X
	Perform Eminent Domain Proceedings	X	
	Provide Displacee Relocation Services	X	
	Prepare Relocation Payment Valuations	X	
	Provide Displacee Relocation Payments	X	
	Perform Property Management Activities	X	
	Perform R/W Clearance Activities	X	
	Prepare and Submit Certification of R/W	X	
	Approve & Record Title Transfer Documents	X	
	Prepare R/W Record Maps	X	
	Prepare and Submit Preliminary Stage Construction Plans		X
	Review Preliminary Stage Construction Plans	X	
	Calculate and Plot Geometrics		X

		RESPONSIBILITY	
		STATE	AUTHORITY
4.	PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES		
	Cross-Sections & Earthwork Quantities Calculation		X
	Prepare and Submit BEES Estimate		X
	Put Estimate in BEES	X	
	Local Review of Preliminary Drainage Plans and Sanitary Sewer and Adjustment Details		X
	Prepare & Submit Preliminary Drainage Plans		X
	Review Preliminary Drainage Plans	X	
	Prepare Traffic Striping and Roadside Delineation Plans & Submit for Review		X
	Review Traffic Striping and Roadside Delineation Plans	X	
	Prepare & Submit Landscaping and/or Erosion Control Plans		X
	Review Landscaping and/or Erosion Control Plans	X	
	Prepare & Submit Preliminary Electrical Plans		X
	Review Preliminary Electrical Plans	X	
	Prepare & Submit Preliminary Signing Plans		X
	Review Preliminary Signing Plans	X	
	Quantity Calculations		X
	Safety Review	X	X
	Prepare Specifications		X
	Prepare & Submit Checked Structure Plans		X
	Review & Approve Checked Structure Plans	X	
	Prepare Final Contract Plans		X
	Prepare Lane Closure Requirements		X
	Review and Approve Lane Closure Requirements	X	
	Prepare & Submit Striping Plan		X
	Review & Approve Striping Plan	X	
	Prepare & Submit Draft PS&E (NOTE: Unless STATE specifically agrees otherwise, three separate <u>Draft</u> PS&E submittals will be provided, 30%, 65% and 95%. 65% will include all applicable Transportation Management Plan (TMP) information. 95% will include all applicable structure components.		X
	Review and approve Draft PS&E (submittals)	X	
	Finalize & Submit PS&E (100%)		X
	Review and Approve PS&E (100%)	X	
	Complete and Submit Environmental Certification for ready to list (RTL)		X
	Review & Approve Environmental Certification for RTL	X	

ATTACHMENT 3

Basic Design Features:

- Construct State Highway facilities on SR-210 from 0.1 km w/o Macy Street to H Street and on I-215 from 0.1 km s/o Muscupiabe Drive to University Parkway. The PROJECT includes modification of the existing I-215/SR-210 freeway-to-freeway interchange and local road improvements. The PROJECT is to be designed and constructed in two phases. This Agreement involves design of Phase I as described in the SPR approved on December 22, 1997, and a second SPR approved February 11, 1998.
- The design speed for SR-210 has been determined to be 130 kilometers per hour (kph) (eighty [80] miles per hour [mph]). Local street design speed will be determined during the geometric plan development and/or the preliminary design stage.
- SR-210 mixed flow lanes and high occupancy vehicle (HOV) lane widths are 3.6 meters. Standard shoulder widths left and right are 3.0 meters. Standard median width is 7.8 meters. A type sixty (60) concrete median barrier will be constructed at the centerline of SR-210. Local road widths will be determined during the development of the geometric plans.
- A Transportation Management Plan (TMP) will need to be developed for this project. Noise studies will be required and sound attenuation facilities will be required along the PROJECT. The facilities may be provided in the form of sound berms, sound walls, adequate setbacks or other approved sound attenuation methods. Retaining walls will be constructed as needed.
- Mandatory and Advisory Design standards per Caltrans Highway Design Manual (Fifth Edition) are to be implemented in the design of this project.
- Adequate drainage facilities may be needed to intercept and conduct the tributary drainage flows north of the highway around the highway to an approved drainage outlet. Separate on-site facilities will be provided to drain the highway to an approved outlet. Drainage facilities shall be designed in accordance with Caltrans, County of San Bernardino Flood Control District, or the City of San Bernardino requirements, as applicable.
- Adequate right of way for construction of the facilities will be needed including the right of way for the highway, local road crossings and drainage facilities.
- If during the development of PS&E it is determined that construction is required within Burlington Northern Santa Fe (BNSF) Railroad right of way, then all necessary permits will need to be acquired from BNSF Railroad.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: February 15, 2007

Subject: Amendment No. 3 to Contract No. 03-013 with LAN Engineering for construction management services for SR 210 and I-10 East Projects including the Live Oak Canyon Interchange.

Recommendation:* Approve Amendment No. 3 to Contract No. 03-013 with LAN Engineering for construction management services for SR 210 and I-10 East projects to include the Live Oak Canyon Interchange in the amount of \$2,514,812 as detailed in the Financial Impact Section and extend the period of performance to June 30, 2009.

Background: **This is an amendment to an existing contract.** In October 2002, the Board approved Contract No. 03-013 with LAN Engineering to provide construction management services for the multiple SR 210 and Interstate 10 early projects including the Interstate 10 Live Oak Canyon Interchange. LAN Engineering was selected through SANBAG's standard Consultant Selection Policy inclusive of a competitive request for proposal process. Due both to the potential ultimate size of this contract and the special relationships involved in construction management services, as well as the difficulty of terminating a contract, this contract has been structured to allow options of no-fault termination or continuance. The original contract approved by the Board in October 2002 covered what was considered Phase I which included the I-10 Truck Climbing Lane project and the "Early" projects for SR 210. The Board approved amendment No. 1 to the contract in September 2003 that covered Phase II of the work envisioned in the total contract for the SR 210 Mainline. LAN Engineering has performed exceptionally well on Phases I and II of the contract and based on this performance, staff recommends that LAN continue as the construction management consultant for Phase III. Amendment No. 2 addressed the Phase III portion of the project generally

*

Approved
Major Projects Committee

Date: February 15, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

consisting of the balance of the construction management services for the three segments of SR 210 mainline construction and the Interstate 10 Median widening project through the city of Redlands.

Construction activity has steadily progressed on all projects that were contemplated as part of the ultimate scope of work of this contract with the exception of the Live Oak Canyon interchange which fell victim to the state transportation funding crisis. The Live Oak Canyon Interchange was initially included as a project in the list of I-10 East projects. When it became apparent that the Traffic Congestion Relief Program (TCRP), the primary funding source for this project, was going to be suspended indefinitely, starting in the Spring of 2002, this project was not included in the final contract scope. Now that the project is proceeding to construction, it is necessary to secure LAN's services to perform construction management services. The scope of work is attached and the contract budget for this item is in an amount not to exceed \$2,514,812. The funding source for this phase of the contract is City of Yucaipa local funds.

Financial Impact: The amendment amount is \$2,514,812 for a total contract amount of \$27,299,594. This action is consistent with the proposed SANBAG 2005/06 Fiscal year budget. TN 0636800 and TN 0643000. Funding Source is TCRP.

Reviewed By: This item will be reviewed by the Major Projects Committee on February 15, 2007.

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. 03-013-03

by and between

San Bernardino County Transportation Authority

and

LAN Engineering Corporation

for

Construction Management Services for SR210, Segments 9-11 and I-10 East Projects

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>8,416,227</u>		Previous Amendments Total: \$ <u>16,368,555</u>		
Contingency Amount: \$ _____		Previous Amendments Contingency Total: \$ _____		
		Current Amendment: \$ <u>2,514,812</u>		
		Current Amendment Contingency: \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>27,299,594</u>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>84307000</u>	<u>5553</u>	<u>Local/Yucaipa</u>	_____	\$ <u>100,000</u>
<u>84308000</u>	<u>5553</u>	<u>Local/Yucaipa</u>	_____	\$ <u>1,500,000</u>
<u>84309000</u>	<u>5553</u>	<u>Local/Yucaipa</u>	_____	\$ <u>914,812</u>
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>10/2/02</u>		Contract Start: <u>10/2/02</u>		Contract End: <u>10/2/08</u>
New Amend. Approval (Board) Date: <u>3/7/07</u>		Amend. Start: <u>3/7/07</u>		Amend. End: <u>6/30/09</u>
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>100,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>2,414,812</u>	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>843CZZ07</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Darren Kettle			Contract Manager: Tom Esswein	

 Task Manager Signature _____ Date <u>2-8-07</u>	 Contract Manager Signature _____ Date _____
 Chief Financial Officer Signature _____ Date <u>2/8/06</u>	

Filename: O:\a0301303tme-seg.doc

AUTHORITY CONTRACT NO. 03-013-03

AMENDMENT NO. 3

AGREEMENT BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

LIM AND NASCIEMENTO ENGINEERING CORPORATION (LAN)

This AMENDMENT to AUTHORITY CONTRACT No. 03-013 entered into this 7th day of March, 2007 by the firm of Lim and Nasciemento Engineering Corporation (hereafter called CONSULTANT) and the San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under AUTHORITY Contract 03-013, has engaged the services of CONSULTANT to provide construction management services for Route 210 Segments 9-11 and I-10 East projects; and,

WHEREAS, the parties hereto desire to amend the aforesaid contract to expand the scope of services and to increase the contract not to exceed amount so to include the portion of work referred to as SR-210 Segments 9-11 Mainline Projects; and,

WHEREAS, provisions for potentially increasing the Consultant's scope of work at AUTHORITY's option are contained in the original contract; and,

WHEREAS, AUTHORITY desires to exercise its option to increase the contract scope of work and associated contract not-to-exceed amount with this amendment.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract 03-013, as follows:

1. CONSULTANT shall reinsert the scope of services for the reconstruction of the I-10 Live Oak Canyon Road Interchange project in the City of Yucaipa.
2. The not-to-exceed amount of the contract shall be increased by \$2,514,812.35. The overall total contract not-to-exceed amount shall be increased to \$27,299,594.28.
3. Exhibit 1 of this Amendment details the costs associated with the increased scope of work.

4. Except as amended by this Amendment, all other provisions of Contract 03-013 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

**San Bernardino County
Transportation Authority**

LAN Engineering Corporation

By: _____
Dennis Hansberger, President
AUTHORITY Board of Directors

By: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean Rene Basle
AUTHORITY Counsel

Date: _____

Contract No. 03-013
Amendment No. 3
Exhibit 1

SANBAG I-10 Live Oak Interchange
Contract Amendment No. 3
LABOR ALLOCATION BY HOURS AND DOLLARS

Personnel Classification	2007				2008				Total
	Person-Month	Person-Hours	Loaded Rate	Amount	Person-Month	Person-Hours	Loaded Rate	Amount	
Project Manager RE (Carole Senders)	0.4	67.2	\$234.66	\$15,768.83	0.6	100.8	\$246.39	\$24,835.91	\$40,604.74
RE (Ken Lorcharich)			\$141.98				\$149.07		
Senior Structure Rep (Mario Alarcon)	1.4	235.2	\$141.95	\$33,554.08	12	2016	\$149.05	\$300,481.24	\$300,481.24
Structure Inspector (Jose Torres)	7	1176	\$142.66	\$146,197.06	12	2016	\$149.80	\$301,986.76	\$335,540.85
Inspector (Structure TBD)			\$124.32		12	2016	\$130.53	\$263,154.70	\$409,351.76
Field Office Engineer (Mario Mazoria)	3.5	588	\$125.08	\$67,200.46			\$131.33		
Field Office Engineer (Sharon Dearbon)			\$114.29		12	2016	\$120.00	\$241,921.66	\$309,122.13
Inspector (Civil Brad Brooks)	7	1176	\$93.59	\$124,537.17			\$98.27		
Inspector (Civil Francis Crouse)			\$105.90		12	2016	\$111.19	\$224,166.90	\$348,704.06
Inspector (Civil Dale Davenport)			\$101.02				\$106.07		
Inspector (Civil/Landscape Mark Guillen)			\$108.35				\$113.77		
Inspector (Electrical/Civil Tim Hamblin)	3.5	588	\$118.73	\$65,455.56			\$124.66		
Inspector (SWPPP Don Newberry)	3.5	588	\$111.32	\$67,315.83	12	2016	\$116.88	\$235,640.01	\$301,095.56
Inspector (Structure TBD)			\$114.48		6	1008	\$120.21	\$121,168.49	\$188,484.32
Claims Engineer/Scheduler (Victoria Butler)	1.6	268.8	\$125.08	\$38,103.61			\$131.33		
			\$141.75		1.2	201.5	\$148.84	\$30,006.59	\$68,110.20
Sub-Total	27.9	4687.2		\$558,132.59	79.8	13406.4		\$1,743,362.26	\$2,301,494.85

ODCs - \$213,317.50
Labor - \$2,301,494.85
Total Amendment- \$2,514,812.35

Note: ODC is estimated based on number of person-month for trucks (\$1,200 per month) and cellular (\$75 per month) plus \$3,000 per month for telephone, internet services, janitorial services, utilities, water and field office supplies + other miscellaneous.

**Exhibit No. 1
(continued)**

SANBAG I-10 Live Oak Interchange

Contract Amendment No. 3

LABOR ALLOCATION BY MONTH (Assuming that Construction is Substantial Completed by December 2008)

Year	December 2006 to December 2007														2008														TOTAL
	Month	D	J	F	M	A	M	J	J	A	S	O	N	D	Subtotal	J	F	M	A	M	J	J	A	S	O	N	D	Subtotal	
	Project Manager						0.1		0.1		0.1		0.1		0.4	0.1		0.1		0.1		0.1		0.1		0.1		0.6	1
	RE (Ken Loncharich)																1	1	1	1	1	1	1	1	1	1	1	12	12
	Senior Structure Rep (Mario Alarcon)							0.2	0.2	0.2	0.2	0.2	0.2	0.2	1.4	1	1	1	1	1	1	1	1	1	1	1	1	12	13.4
	Structure Rep / PA (Jose Torres)							1	1	1	1	1	1	1	7	1	1	1	1	1	1	1	1	1	1	1	1	12	19
	Field Office Engineer (Mario Mazona)							0.5	0.5	0.5	0.5	0.5	0.5	0.5	3.5	1	1	1	1	1	1	1	1	1	1	1	1	12	15.5
	Inspector (Civil TBD)							1	1	1	1	1	1	1	7	1	1	1	1	1	1	1	1	1	1	1	1	12	19
	Inspector (Electrical/Civil)							0.5	0.5	0.5	0.5	0.5	0.5	0.5	3.5	1	1	1	1	1	1	1	1	1	1	1	1	12	15.5
	Inspector (SWPPP)							0.5	0.5	0.5	0.5	0.5	0.5	0.5	3.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	6	9.5	
	Claims Engineer/Scheduler (Victoria Butler)							0.5	0.5	0.1	0.1	0.1	0.1	0.1	1.6	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	1.2	2.8	
	Total						0.6	4.2	3.9	3.8	3.9	3.8	3.9	3.8	27.9	6.7	6.6	6.7	6.6	6.7	6.6	6.7	6.6	6.7	6.6	6.7	79.8	107.7	

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: February 15, 2007

Subject: 2006 State Transportation Improvement Program (STIP) Augmentation

Recommendation:* Information on 2006 STIP Augmentation.

Background: Proposition 1B, the Highway, Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, was approved by voters on November 7, 2006. This Act authorizes \$2 billion in general obligation bond proceeds to be available for projects in the STIP. These funds will be deposited in the newly created Transportation Facilities Account (TFA) and will be available for the STIP when appropriated by the Legislature. Because of funding constraints in the 2006 STIP, many projects statewide were either removed from the STIP or delayed to later years when funds would be available. In San Bernardino County, Segment 5 of the I-215 North project through San Bernardino was deprogrammed by the California Transportation Commission (CTC) in approval of the 2006 STIP. Rather than wait for the 2008 STIP, the CTC has initiated a special STIP development cycle to augment the 2006 STIP. This will allow not only those projects that were either deprogrammed or delayed in the past to move forward but will also give an opportunity to add new projects to the STIP.

The SANBAG Board of Directors acted in January 2007 to receive the schedule for development of the 2006 STIP Augmentation, including Board approval of the 2006 STIP Augmentation submittal to the CTC in March 2007. The CTC adopted the fund estimate (FE) for the 2006 STIP Augmentation at its meeting on

*

Approved
Major Projects Committee

Date: February 15, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

December 13, 2006. The FE identifies \$2.1 billion of additional programming capacity available statewide in this augmentation. Of this, \$638 million is from the Public Transportation Account (PTA), which is a trust fund for transportation planning and mass transportation purposes, leaving \$1.4 billion available statewide for highway and road projects. Because these proceeds are from bond proceeds, all of the new funds will be state-only funds.

2006 STIP Augmentation Overview

Figure 1 provides an overview of the 2006 STIP and 2006 STIP Augmentation revenue and programming. Table 1 documents current STIP commitments by the SANBAG Board and the current availability of STIP funds. Table 2 provides a listing of cost increases to currently programmed projects in comparison with available revenues from the STIP and other sources. The tables are discussed individually in more detail below.

1. Figure 1 shows the current programming for San Bernardino County totaling about \$453 million in the 2006 STIP. San Bernardino County receives 4.69% of the statewide total of new programming capacity, or \$97.3 million. Because \$64 million was left unprogrammed during the 2006 STIP cycle, the FE shows a net share of \$161.4 million for San Bernardino County. Of this, \$29.9 million may only be available for PTA-eligible projects. Unlike STIP cycles in the recent past, this augmentation does not prescribe annual programming targets, therefore projects may be programmed in the year they are expected to be delivered. As stated previously, the availability of bond proceeds will be subject to annual appropriations by the Legislature, however the CTC expects the Legislature will consider the annual programming in making those appropriations.
2. Table 1 shows SANBAG's programmed commitments through the 2006 STIP. As shown, the unprogrammed share balance from the 2006 STIP was \$64,107,000. During approval of the 2006 STIP, the CTC deprogrammed \$56,500,000 for Segment 5 of the I-215 North project because of lack of programming capacity. In addition, the SANBAG Board established a set-aside for future Desert Interchanges totaling \$6,385,000. The remaining \$1,222,000 is a result of other programming adjustments for the closing out of Caltrans' support costs on various projects. As shown, the 2006 STIP Augmentation results in a total programming capacity of \$161,448,000.

Note that Table 1 also includes the Transportation Enhancements (TE) programming, which is administered through the STIP. As this is a federal

program, the STIP Augmentation does not provide additional funding for these projects.

3. While this fund estimate provides additional programming capacity, new capacity for non-PTA eligible projects (highway projects) could be limited to \$131M, depending on statewide programming, and most of the currently programmed projects have either experienced cost increases or were partially programmed during approval of the 2006 STIP because of limited programming capacity. Fortunately, the CTC has not established annual programming targets as they have in the recent past; therefore projects can be programmed based on schedule rather than on annual funding availability.

Table 2 shows the unfunded need for currently programmed STIP projects that have either experienced cost increases or have portions of the project unprogrammed, such as Segment 5 of the I-215 North project. The total unfunded need is \$232.3M. Caltrans has indicated that they intend to request of total of \$39M in Interregional Improvement Program (IIP) funds from the 2006 STIP Augmentation for the I-15 Phase 2 and SR-138 projects. In addition, SANBAG and Caltrans have jointly requested \$109M through the Corridor Mobility Improvement Account (CMIA) nomination process. If these requests are successful, \$84M in STIP Augmentation funds will be required to fund cost increases on I-215 North, leaving from \$47M to \$77M available for other projects not currently programmed in the STIP.

Adoption Schedule

The Regional Transportation Improvement Program (TIP) is to be submitted to the CTC by April 2, 2007, and final CTC adoption of the 2006 STIP Augmentation is scheduled for June 7, 2007. In addition, the CTC plans to adopt the program of projects for the CMIA on February 28, 2007. The results of that decision obviously effect the programming decisions for the STIP Augmentation.

Staff is beginning development of programming and scheduling priorities for the 2006 STIP Augmentation; however because of the CMIA schedule, it will not be possible to present the final 2006 STIP recommendations until the SANBAG Board meeting in March 2007. It will also be necessary for the Board to act on the final 2006 STIP recommendations at that time because of the CTC submittal schedule.

Financial Impact: This item has no impact on the approved SANBAG Fiscal Year 2006-2007 Budget.

Reviewed By: This item will be reviewed by the Major Projects Committee on February 15, 2007. This item was reviewed by the Plans and Program Policy Committee on January 17, 2007 and the Mountain/Desert Committee on January 19, 2007. (*Plans and Programs chaired by Mayor Mark Nuaimi and Mountain/Desert Chaired by Mayor Lawrence Dale*)

Responsible Staff: Ty Schuiling, Director of Planning and Programming
Andrea Zureick, Senior Transportation Analyst

TABLE 1: RECAP OF 2006 - 2011 STIP

(\$ in thousands)

	Regional Improvement Program	Transportation Enhancements	South Coast CMAQ (HOV)	STP	Measure I Maj. Proj.	ITIP	Other	Project Total
1 REVENUE AVAILABLE THROUGH 2006 STIP CYCLE								
2 Revenue Available through 2004 STIP Cycle	\$629,477	\$19,063						
3 2006 STIP Regional Improvement Program/Transportation Enhancements	\$88,986	\$5,423						
4 Less Lapsed Funds/Allocated Funds through June 2006	(\$1,300)	(\$7,342)						
5 Voted/Completed Projects No Longer in STIP through June 2005	(\$200,015)							
6 Total Available	\$517,148	\$17,144						
7								
8 PROGRAMMED COMMITMENTS								
9 Planning, Programming, & Monitoring Reserve (FY06/07 - FY10/11):	\$2,916							\$2,916
10 Planning, Programming, & Monitoring AB3090 Reimbursement (FY03/04):	\$632							\$632
11 SR-210 (30) Corridor (Design, ROW):	\$114,371							\$114,371
12 SR-210 (30) Corridor (Segment 11/I-215 Const):	\$32,967							\$32,967
13 I-215 North Corridor:	\$256,862	\$25,000	\$90,432	\$76,425	\$110,474	\$2,063	\$56,500	\$617,756
14 I-15 Northbound Widening Phase 2:	\$25,843						\$1,760	\$78,730
15 SR-138 Widening from I-15 to County Line (ROW and Const):	\$15,450						\$68,997	\$84,447
16 US-395 Widening from I-15 to S.R. 58 (PA&ED):	\$4,000						\$6,000	\$14,000
17 Transportation Enhancements (TE) Reserve:		\$14,688						\$14,688
18 Colton/San Bernardino Bike Lane:		\$660						\$660
19 Fontana PE Inland Empire Trail:		\$1,796						\$1,796
20 TOTAL:	\$453,041	\$17,144	\$90,432	\$76,425	\$168,155	\$2,063	\$64,260	\$1,020,644
21								
22 Total Unprogrammed Share Balance from 2006 STIP:	\$54,107							
2006 STIP Augmentation Regional Improvement Program (Non-PTA):	\$67,435							
2006 STIP Augmentation Regional Improvement Program (PTA):	\$29,906							
	\$161,448							

NOTES (by line number):

- 9 Programming for FY 06/07 and FY 07/08 represents 1 percent set-aside for planning, programming, and monitoring activities out of the statutorily authorized 5 percent of the total RIP funds available. Programming for FY 08/09 - FY10/11 represents 1.1 percent set-aside.
- 10 An AB 3090 reimbursement was approved by the CTC in April 2004 so that costs incurred in FY 03/04 for PPM activities can be reimbursed by the STIP in FY 07/08.
- 13 See Item 22 below. "Other" represents deprogrammed funds for Segment 5.
- 19 Project was granted a one year allocation deadline extension to June 30, 2007. If funds are not allocated before that date, they will be lost from the County Share.
- 22 During approval of the 2006 STIP, the CTC deprogrammed \$56,500,000 for Segment 5 because of lack of programming capacity. In addition, the SANBAG Board established a set-aside for future Desert Interchanges totaling \$6,385,000. The remaining \$1,222,000 is a result of other programming adjustments.

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SANBAG Acronym List

1 of 2

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

SANBAG Acronym List

2 of 2

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996